TASK ORDER (TO)

Original TO #ID04200041 R4 TO Reference ID04200041

COM 3.1 Testing and Evaluation Support

in support of:

United States Special Operations Command (USSOCOM) Detachment (DET) 1

Issued to:
Modern Technology Solutions Inc. (MTSI)

Under the General Services Administration (GSA) One Acquisition Solution for Integrated Services (OASIS) Small Business (SB) Multiple Award (MA) Indefinite Delivery/Indefinite Quantity (IDIQ) – Pool 6 Exception A: Research and Development in Aircraft

Multiple Award Contracts

Conducted under Federal Acquisition Regulation (FAR) 16.505

Issued by:
GSA Assisted Acquisition Services (AAS)
FEDSIM
1800 F Street, NW (QF0B)
Washington, D.C. 20405

Administered by GSA FAS/AASD (4QFA) 77 Forsyth Street SW Atlanta, GA 30303

> June 11, 2020 Modification 04

Original Project Number 2018024DG R4 Project Number ID04200041

Modification History:

MOD 01:

- Add incremental funding
- Correct the ceiling amount on CLINs 1002, 1003 and 1004 to read as follows:

CLIN 1002 - \$4,315,776.00 CLIN 1003 - \$1,808,075.00 CLIN 1004 - \$1,922,064.00

• To change the ceiling amounts of OY1 on the SF30 to reflect the ceiling left when Region 4 took over the contract.

MOD 02:

• To realign the remaining ceiling hours on OY1 starting 01 May 2020 – 28 Oct 2020, see updated PWS Section B.4.2 FIRST OPTION PERIOD.

MOD 03:

- To realign the labor categories on CLIN 1004.
- To change the Materials language, see updated PWS Section H.12 MATERIALS AND EQUIPMENT.
- To remove attachments N & O.

MOD 04:

• Incremental funding modification – Option Year 1 Period of Performance.

B.1 GENERAL

The work shall be performed in accordance with all Sections of this Task Order (TO) and the contractor's Basic Contract, under which the resulting TO will be placed. This One Acquisition Solution for Integrated Services (OASIS) TO falls under Pool 6 Exception A: Research and Development in Aircraft.

B.2 CONTRACT ACCESS FEE (CAF)

The General Services Administration's (GSA) operating costs associated with the management and administration of this contract are recovered through a CAF. In accordance with the OASIS base contract, the CAF shall be 0.1 percent of the total TO value. This TO shall have a separate cost-reimbursable Contract Line Item Number (CLIN) to cover this access fee, and this CAF shall be obligated at TO Award (TOA).

B.3 ORDER TYPES

The contractor shall perform the effort required by this TO on a Time-and-Materials (T&M) basis for mandatory CLINs 0002 and optional CLINs 0003, 0004, 1002, 1003, 1004, 2002, 2003, 2004, 3002, 3003, 3004, 4002, and 4003, 4004; a Firm-Fixed-Price (FFP) basis for mandatory CLINs 0001 and optional CLINs 1001, 2001, 3001 and 4001; and a Not-to-Exceed (NTE) basis for mandatory CLINs 0005, 0006, and 0007 and optional CLINs 1005, 1006, 1007, 2005, 2006, 2007, 3005, 3006, 3007, 4005, 4006 and 4007.

B.4 SERVICES AND PRICES/COSTS

Long-distance travel is defined as travel over 50 miles from Eglin Air Force Base (AFB). Local travel will not be reimbursed.

The following abbreviations are used in this price schedule:

Contract Line Item Number **CLIN**

FFP Firm-Fixed-Price **NTE** Not-to-Exceed

OTY Quantity

T&M Time-and-Materials

B.4.1 BASE PERIOD:

MANDATORY FFP LABOR CLIN

CLIN	Description	QTY	Unit	Total FFP
0001	Program Management (Task 1)	12	month	\$302,304

MANDATORY T&M LABOR CLIN

CLIN	Description	Total Hours	Total NTE Ceiling
0002	Labor (Tasks 2 - 5)	(b) (4)	\$6,473,932

Labor Category	Hours	Hourly Rate
Senior Engineer Group 3	(b) (4)	(b) (4)
Senior Engineer Group 3 (Contractor Site)	(b) (4)	(b) (4)
Senior Manager Group 2	(b) (4)	(b) (4)
Journeyman Engineer Group 3	(b) (4)	(b) (4)
Senior Ops Research Analyst	(b) (4)	(b) (4)
Journeyman Ops Research Analyst	(b) (4)	(b) (4)
Journeyman Manager Group 3	(b) (4)	(b) (4)
Journeyman Manager Group 2	(b) (4)	(b) (4)
SME Engineer Group 3 (Contractor Site)	(b) (4)	(b) (4)
TOTAL HOURS	(b) (4)	

OPTIONAL T&M LABOR CLIN

CLIN	Description	Total Hours	Total NTE Ceiling
0003	Labor (Task 6)	(b) (4)	\$1,944,422

Labor Category	Hours	Hourly Rate
Senior Engineer Group 3	(b) (4)	(b) (4)
Senior Engineer Group 3 (Contractor Site)	(b) (4)	(b) (4)
Senior Manager Group 2	(b) (4)	(b) (4)
Journeyman Engineer Group 3	(b) (4)	(b) (4)
Senior Ops Research Analyst	(b) (4)	(b) (4)
Journeyman Ops Research Analyst	(b) (4)	(b) (4)
Journeyman Manager Group 3		(b) (4)
Journeyman Manager Group 2	(b) (4)	(b) (4)
SME Engineer Group 3 (Contractor Site)		(b) (4)
TOTAL HOURS	(b) (4)	

SURGE T&M LABOR CLIN

CLIN	Description	Total Hours	Total NTE Ceiling
0004	Labor (Task 7)		\$0

Labor Category	Hours	Hourly Rate
Senior Engineer Group 3		(b) (4)
Senior Engineer Group 3 (Contractor Site)		(b) (4)
Senior Manager Group 2		(b) (4)
Journeyman Engineer Group 3		(b) (4)
Senior Ops Research Analyst		(b) (4)
Journeyman Ops Research Analyst		(b) (4)
Journeyman Manager Group 3		(b) (4)
Journeyman Manager Group 2		(b) (4)
SME Engineer Group 3 (Contractor Site)		(b) (4)
TOTAL HOURS		

COST REIMBURSEMENT TRAVEL AND MATERIALS and EQUIPMENT CLINS

CLIN	Description		Total NTE Price
0005	Long-Distance Travel Including Indirect Handling Rate (b) (4)	NTE	\$429,170
0006	Materials and Equipment Including Indirect Handling Rate (b) (4)	NTE	\$194,134

CONTRACT ACCESS FEE

CLIN	Description		Total Ceiling Price
0007	Contract Access Fee	NTE	\$10,389

TOTAL BASE PERIOD CLINs: \$9,354,351

B.4.2 FIRST OPTION PERIOD:

MANDATORY FFP LABOR CLIN

CLIN	Description	QTY	Unit	Total FFP
1001	Program Management (Task 1)	12	Month	\$310,157

MANDATORY T&M LABOR CLIN

CLIN	Description	Total Hours	Total NTE Ceiling
1002	Labor (Tasks 2 - 5)	(b) (4)	\$4,315,776

Labor Category	Hours	Hourly Rate
Senior Engineer Group 3	(b) (4)	(b) (4)
Senior Engineer Group 3 (Contractor Site)	(b) (4)	(b) (4)
Senior Manager Group 2	(b) (4)	(b) (4)
Journeyman Engineer Group 3	(b) (4)	(b) (4)
Senior Ops Research Analyst	(b) (4)	(b) (4)
Journeyman Ops Research Analyst	(b) (4)	(b) (4)
Journeyman Manager Group 3	(b)	(b) (4)
Journeyman Manager Group 2	(b) (4)	(b) (4)
SME Engineer Group 3 (Contractor Site)	(b) (4)	(b) (4)
TOTAL HOURS	(b) (4)	

OPTIONAL T&M LABOR CLIN

CLIN	Description	Total Hours	Total NTE Ceiling
1003	Labor (Task 6)	(b) (4)	\$1,808,075

Labor Category	Hours	Hourly Rate
Senior Engineer Group 3	(b) (4)	(b) (4)
Senior Engineer Group 3 (Contractor Site)	(b) (4)	(b) (4)
Senior Manager Group 2	(b) (4)	(b) (4)
Journeyman Engineer Group 3	(b) (4)	(b) (4)
Senior Ops Research Analyst	(b) (4)	(b) (4)
Journeyman Ops Research Analyst	(b) (4)	(b) (4)
Journeyman Manager Group 3	((b) (4)
Journeyman Manager Group 2	(b) (4)	(b) (4)
SME Engineer Group 3 (Contractor Site)		(b) (4)
TOTAL HOURS	(b) (4)	

SURGE T&M LABOR CLIN

CLIN	Description	Total Hours	Total NTE Ceiling
1004	Labor (Task 7)	(b) (4)	\$1,922,064.00

Labor Category	Hours	Hourly Rate
Senior Engineer Group 3	(b) (4)	(b) (4)
Senior Engineer Group 3 (Contractor Site)	(b) (4)	(b) (4)
Senior Manager Group 2	(b) (4)	(b) (4)
Journeyman Engineer Group 3	(b)	(b) (4)
Senior Ops Research Analyst	(b) (4)	(b) (4)
Journeyman Ops Research Analyst	(b) (4)	(b) (4)
Journeyman Manager Group 3		(b) (4)
Journeyman Manager Group 2	(b) (4)	(b) (4)
SME Engineer Group 3 (Contractor Site)	(b) (4)	(b) (4)
TOTAL HOURS	(b) (4)	_

COST REIMBURSEMENT TRAVEL AND MATERIALS and EQUIPMENT CLINS

CLIN	Description		Total NTE Price
1005	Long-Distance Travel Including Indirect Handling Rate (b) (4)	NTE	\$381,924
1006	Materials and Equipment Including Indirect Handling Rate (b) (4)	NTE	\$185,787

CONTRACT ACCESS FEE

CLIN	Description	Total Ceiling Price	
1007	Contract Access Fee	NTE	\$12,656

TOTAL FIRST OPTION PERIOD CLINs: \$12,711,136

B.4.3 SECOND OPTION PERIOD:

MANDATORY FFP LABOR CLIN

CLIN	Description	QTY	Unit	Total FFP
2001	Program Management (Task 1)	12	Month	(b) (4)

MANDATORY T&M LABOR CLIN

CLIN	Description	Total Hours	Total NTE Ceiling
2002	Labor (Tasks 2 - 5)	(b) (4)	(b) (4)

Labor Category	Hours	Hourly Rate
Senior Engineer Group 3	(b) (4)	(b) (4)
Senior Engineer Group 3 (Contractor Site)	(b) (4)	(b) (4)
Senior Manager Group 2	(b) (4)	(b) (4)
Journeyman Engineer Group 3	(b) (4)	(b) (4)
Senior Ops Research Analyst	(b) (4)	(b) (4)
Journeyman Ops Research Analyst	(b) (4)	(b) (4)
Journeyman Manager Group 3	(b) (4)	(b) (4)
Journeyman Manager Group 2	(b) (4)	(b) (4)
SME Engineer Group 3 (Contractor Site)	(b) (4)	(b) (4)
TOTAL HOURS	(b) (4)	

OPTIONAL T&M LABOR CLIN

CLIN	Description	Total Hours	Total NTE Ceiling
2003	Labor (Task 6)	(b) (4)	(b) (4)

Labor Category	Hours	Hourly Rate
Senior Engineer Group 3	(b) (4)	(b) (4)
Senior Engineer Group 3 (Contractor Site)	(b) (4)	(b) (4)
Senior Manager Group 2	(b) (4)	(b) (4)
Journeyman Engineer Group 3	(b) (4)	(b) (4)
Senior Ops Research Analyst	(b) (4)	(b) (4)
Journeyman Ops Research Analyst	(b) (4)	(b) (4)
Journeyman Manager Group 3		(b) (4)
Journeyman Manager Group 2	(b) (4)	(b) (4)

SME Engineer Group 3 (Contractor Site)		(b) (4)
TOTAL HOURS	(b) (4)	

SURGE T&M LABOR CLIN

CLIN	Description	Total Hours	Total NTE Ceiling
2004	Labor (Task 7)	(b) (4)	(b) (4)

Labor Category	Hours	Hourly Rate
Senior Engineer Group 3	(b) (4)	(b) (4)
Senior Engineer Group 3 (Contractor Site)	(b) (4)	(b) (4)
Senior Manager Group 2	(b) (4)	(b) (4)
Journeyman Engineer Group 3	(b) (4)	(b) (4)
Senior Ops Research Analyst	(b) (4)	(b) (5)
Journeyman Ops Research Analyst	(b) (4)	(b) (4)
Journeyman Manager Group 3		(b) (4)
Journeyman Manager Group 2	(b) (4)	(b) (4)
SME Engineer Group 3 (Contractor Site)		(b) (4)
TOTAL HOURS	(b) (4)	

COST REIMBURSEMENT TRAVEL AND MATERIALS and EQUIPMENT CLINS

CLIN	Description		Total NTE Price
2005	Long-Distance Travel Including Indirect Handling Rate (b) (4)	NTE	(b) (4)
2006	Materials and Equipment Including Indirect Handling Rate (b) (4)	NTE	(b) (4)

CONTRACT ACCESS FEE

CLIN	Description		Total Ceiling Price
2007	Contract Access Fee	NTE	(b) (4)

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B.4.4 THIRD OPTION PERIOD:

MANDATORY LABOR CLIN

CLIN	Description	QTY	Unit	Total FFP
3001	Program Management (Task 1)	12	Month	(b) (4)

MANDATORY LABOR CLIN

CLIN	Description	Total Hours	Total NTE Ceiling
3002	Labor (Tasks 2 - 5)	(b) (4)	(b) (4)

Labor Category	Hours	Hourly Rate
Senior Engineer Group 3	(b) (4)	(b) (4)
Senior Engineer Group 3 (Contractor Site)	(b) (4)	(b) (4)
Senior Manager Group 2	(b) (4)	(b) (4)
Journeyman Engineer Group 3	(b) (4)	(b) (4)
Senior Ops Research Analyst	(b) (4)	(b) (4)
Journeyman Ops Research Analyst	(b) (4)	(b) (4)
Journeyman Manager Group 3	(b) (4)	(b) (4)
Journeyman Manager Group 2	(b) (4)	(b) (4)
SME Engineer Group 3 (Contractor Site)	(b) (4)	(b) (4)
TOTAL HOURS	(b) (4)	

OPTIONAL LABOR CLIN

CLIN	Description	Total Hours	Total NTE Ceiling
3003	Labor (Task 6)	(b) (4)	(b) (4)

Labor Category	Hours	Hourly Rate
Senior Engineer Group 3	(b) (4)	(b) (4)
Senior Engineer Group 3 (Contractor Site)	(b) (4)	(b) (4)
Senior Manager Group 2	(b) (4)	(b) (4)
Journeyman Engineer Group 3	(b) (4)	(b) (4)
Senior Ops Research Analyst	(b) (4)	(b) (4)
Journeyman Ops Research Analyst	(b) (4)	(b) (4)
Journeyman Manager Group 3		(b) (4)
Journeyman Manager Group 2	(b) (4)	(b) (4)
SME Engineer Group 3 (Contractor Site)		(b) (4)

TOTAL HOURS	(b) (4)	

SURGE T&M LABOR CLIN

CLIN	Description	Total Hours	Total NTE Ceiling
3004	Labor (Task 7)	(b) (4)	(b) (4)

Labor Category	Hours	Hourly Rate
Senior Engineer Group 3	(b) (4)	(b) (4)
Senior Engineer Group 3 (Contractor Site)	(b) (4)	(b) (4)
Senior Manager Group 2	(b) (4)	(b) (4)
Journeyman Engineer Group 3	(b) (4)	(b) (4)
Senior Ops Research Analyst	(b) (4)	(b) (4)
Journeyman Ops Research Analyst	(b) (4)	(b) (4)
Journeyman Manager Group 3		(b) (4)
Journeyman Manager Group 2	(b) (4)	(b) (4)
SME Engineer Group 3 (Contractor Site)		(b) (4)
TOTAL HOURS	(b) (4)	

COST REIMBURSEMENT TRAVEL AND MATERIALS and EQUIPMENT CLINS

CLIN	Description		Total NTE Price
3005	Long-Distance Travel Including Indirect Handling Rate _(b) (4)	NTE	(b) (4)
3006	Materials and Equipment Including Indirect Handling Rate (b) (4)	NTE	(b) (4)

CONTRACT ACCESS FEE

CLIN	Description		Total Ceiling Price
3007	Contract Access Fee	NTE	(b) (4)

TOTAL THIRD OPTION PERIOD CLINs:

(b) (4)

B.4.5 FOURTH OPTION PERIOD:

MANDATORY FFP LABOR CLIN

CLIN	Description	QTY	Unit	Total FFP
4001	Program Management (Task 1)	12	Month	(b) (4)

MANDATORY T&M LABOR CLIN

CLIN	Description	Total Hours	Total NTE Ceiling
4002	Labor (Tasks 2 - 5)	(b) (4)	(b) (4)

Labor Category	Hours	Hourly Rate
Senior Engineer Group 3	(b) (4)	(b) (4)
Senior Engineer Group 3 (Contractor Site)	(b) (4)	(b) (4)
Senior Manager Group 2	(b) (4)	(b) (4)
Journeyman Engineer Group 3	(b) (4)	(b) (4)
Senior Ops Research Analyst	(b) (4)	(b) (4)
Journeyman Ops Research Analyst	(b) (4)	(b) (4)
Journeyman Manager Group 3	(b) (4)	(b) (4)
Journeyman Manager Group 2	(b) (4)	(b) (4)
SME Engineer Group 3 (Contractor Site)	(b) (4)	(b) (4)
TOTAL HOURS	(b) (4)	

OPTIONAL T&M LABOR CLIN

CLIN	Description	Total Hours	Total NTE Ceiling
4003	Labor (Task 6)	(b) (4)	(b) (4)

Labor Category	Hours	Hourly Rate
Senior Engineer Group 3	(b) (4)	(b) (4)
Senior Engineer Group 3 (Contractor Site)	(b) (4)	(b) (4)
Senior Manager Group 2	(b) (4)	(b) (4)
Journeyman Engineer Group 3	(b) (4)	(b) (4)
Senior Ops Research Analyst	(b) (4)	(b) (4)
Journeyman Ops Research Analyst	(b) (4)	(b) (4)
Journeyman Manager Group 3		(b) (4)
Journeyman Manager Group 2	(b) (4)	(b) (4)
SME Engineer Group 3 (Contractor Site)		(b) (4)
TOTAL HOURS	(b) (4)	

SURGE T&M LABOR CLIN

CLIN	Description	Total Hours	Total NTE Ceiling
4004	Labor (Task 7)	(b) (4)	(b) (4)

Labor Category	Hours	Hourly Rate
Senior Engineer Group 3	(b) (4)	(b) (4)
Senior Engineer Group 3 (Contractor Site)	(b) (4)	(b) (4)
Senior Manager Group 2	(b) (4)	(b) (4)
Journeyman Engineer Group 3	(b) (4)	(b) (4)
Senior Ops Research Analyst	(b) (4)	(b) (4)
Journeyman Ops Research Analyst	(b) (4)	(b) (4)
Journeyman Manager Group 3		(b) (4)
Journeyman Manager Group 2	(b) (4)	(b) (4)
SME Engineer Group 3 (Contractor Site)		(b) (4)
TOTAL HOURS	(b) (4)	

COST REIMBURSEMENT TRAVEL AND MATERIALS and EQUIPMENT CLINS

CLIN	Description		Total NTE Price
4005	Long-Distance Travel Including Indirect Handling Rate (b) (4)	NTE	(b) (4)
4006	Materials and Equipment Including Indirect Handling Rate (b) (4)	NTE	(b) (4)

CONTRACT ACCESS FEE

CLIN	Description		Total Ceiling Price
4007	Contract Access Fee	NTE	(b) (4)

TOTAL FOURTH OPTION PERIOD CLINs: (b) (4)

GRAND TOTAL ALL CLINs: (b) (4)

B.5 SECTION B TABLES

B.5.1 MATERIALS AND EQUIPMENT AND TRAVEL HANDLING RATE

Materials and Equipment and Long-Distance Travel costs incurred may be burdened with the contractor's indirect/material handling rate in accordance with the contractor's disclosed practices, provided that the basic contract does not prohibit the application of indirect rate(s) on these costs.

- a. If no indirect/material handling rate is allowable in accordance with the contractor's disclosed practices, no indirect/material handling rate shall be applied to or reimbursed on these costs.
- b. If no rate is specified in the schedule of prices above, no indirect rate shall be applied to or reimbursed on these costs.

The indirect handling rate over the term of the TO shall not exceed the rate specified in the schedule of prices above.

B.5.2 DIRECT LABOR RATES

Labor categories proposed shall be mapped to existing OASIS labor categories.

B.5.3 TIME-AND-MATERIALS (T&M) AND LEVEL OF EFFORT

The labor mix and level of effort specified in the contractor's proposal and incorporated into this TO are for estimation purposes. The contractor may reallocate, with prior written approval of the USSOCOM Det 1 COR, the number of hours by labor category within the labor CLIN as needed to effectively manage the project, provided the total funded labor cost and total hours are not exceeded. Any additional labor categories or increases to total hours or increases to ceilings required during performance must be approved by the Region 4 Contracting Officer (CO) and added to the TO by modification.

B.5.4 ACCOUNTING FOR CONTRACTOR MANPOWER REPORTING

The costs to be reported under this CLIN are those associated with the reporting requirements specified in Section C and relate to this TO only.

B.6 INCREMENTAL FUNDING

B.6.1 INCREMENTAL FUNDING LIMITATION OF GOVERNMENT'S OBLIGATION

Incremental funding in the amount of \$16,605,664.00 for CLINs 0001 through 0003, 0005 through 0007, and 1001 through 1007, are currently allotted and available for payment by the Government. Additional incremental funding for these CLINs may be allotted and available for payment by the Government as the funds become available. The estimated period of performance covered by the allotments for the mandatory CLINs is from award through October 28, 2020, unless otherwise noted in Section B. The TO may be modified to add funds incrementally up to the maximum of \$74,897,549 over the performance period of this TO. These allotments constitute the estimated cost for the purpose of Federal Acquisition Regulation (FAR) Clause 52.232-22, Limitation of Funds, which applies to this TO on a CLIN-by-CLIN basis.

Incremental Funding Chart for LH and/or T&M

See Section J, Attachment B - Incremental Funding Chart (Excel Spreadsheet).

C.1 BACKGROUND

The United States Special Operations Command (USSOCOM) Detachment (DET) 1, located primary at Eglin AFB, is the System Program Office (SPO) for three Special Operations Forces (SOF)-unique munitions. It is also the Lead Developmental Test and Evaluation Organization (LDTO) for the AC-130J Ghostrider program, the AC-130W Stinger II program, AC/MC-130J Radio Frequency Countermeasure (RFCM) programs, MC-130J Airborne Mission Networking (AbMN) program, and the MC-130J Common Terrain Following (MCTF) Radar program in support of SOF world-wide. USSOCOM DET 1 activities include, but are not limited to, acquisition program management activities, engineering, integration, and Developmental Test and Evaluation (DT&E) with support to Operational Test and Evaluation (OT&E).

In addition, DET 1 supports USSOCOM Program Executive Officer Fixed Wing (PEO-FW) and Program Executive Officer Rotary Wing (PEO-RW), both located at MacDill AFB. PEO-FW is responsible for delivering SOF-peculiar manned and unmanned fixed wing airpower capabilities to effectively enable SOF. PEO-RW is responsible for delivering SOF-peculiar rotary wing airpower capabilities to effectively enable SOF. Due to the fixed and rotary wing fleet's low-density, high-demand nature, both have to use innovative acquisition approaches to incorporate capability and sustainment improvements while ensuring adequate aircraft availability.

This TO intends to provide integration and developmental test services to USSOCOM DET 1 to assist in the implementation and integration of new or upgraded technologies related to systems, subsystems, air-based platforms, and sensing systems currently used by deployed SOF personnel. The services will include: compiling, reviewing, and reporting on test instrumentation data; installation of instrumentation to observe and evaluate tests; development and validation of procedures and processes for the operation of new or modified equipment; evaluation of the performance of a new or upgraded system relative to its expected performance; evaluation of a new or upgraded system's impact on other existing systems; recommendations for adjudication of testing issues; and follow-on corrective testing. Continuous integration and developmental testing of emerging capabilities will help DET 1 and its mission partners maintain their capability advantage during future operations.

Lastly, Battlefield Airmen (BA) SPO is a Branch within the SOF and Personnel Recovery (PR) Division (AFLCMC/WI) located at Wright Patterson AFB (WPAFB) which supports USSOCOM in providing BA-specialized capabilities for Reconnaissance and Surveillance, Terminal Attack Control, Command and Control, Strike/Post Strike/Battle Damage Assessment, Weather Operations, Personnel/Sensitive Material Recovery, and Technical Rescue/Recovery Operations. BA SPO is the single point manager for all program management functions that support Special Tactics (ST) and Pararescue (PJ). BA SPO activities include, but are not limited to, capabilities development, life-cycle acquisition management of equipment and training, engineering, and DT&E/OT&E.

C.1.1 PURPOSE

The purpose of this TO is to provide USSOCOM DET 1 with the support and expertise required to accomplish its mission of providing robust and reliable weapons, countermeasures, and communication capabilities to SOF through safe and thorough T&E, diligent management, and integration of emerging weapon system capabilities.

This acquisition is for testing equipment and software on SOF aircraft, and no weapons systems are being purchased under this TO. The contractor shall not operate or dispense any munitions during the period of performance under this TO.

C.1.2 AGENCY MISSION

USSOCOM DET 1 provides robust and reliable weapons, countermeasures, and communications capabilities to SOF through safe and thorough T&E, rapid acquisition management, and integration of emerging weapon system capabilities. This TO assists USSOCOM DET 1 in accomplishing that mission by providing acquisition and test subject matter experts with years of experience acquiring, integrating, and testing weapons into SOF-unique weapon systems.

C.2 SCOPE

The effort will address support to the USSOCOM DET 1, PEO-FW/RW, and the Battlefield Airmen Office in the five functional areas provided below, as well as provide continuous, day-to-day general management support associated with the functional areas, to USSOCOM DET 1, PEO-FW/RW, and the BA office:

- a. Acquisition program management support.
- b. Systems engineering and configuration management support.
- c. Science and technology support.
- d. Demonstration/evaluation logistics support.
- e. Resource management, planning, and reporting support.

C.3 CURRENT ENVIRONMENT

- a. USSOCOM DET 1 currently tests the following: AC-130W, AC-130J, MC-130J, CV-22, AGM-176, GBU-69/B, GBU-39B/B, other SOF aircraft and munitions, and their associated hardware/software and BA.
- b. The contractor shall not operate or dispense any munitions during the period of performance under this TO.

C.4 OBJECTIVE

The objective of this TO is to support USSOCOM DET 1 in accomplishing its mission by conducting research, development, and testing and evaluation in support of SOF-unique fixed wing, rotary wing, and battlefield airman systems.

C.5 TASKS

The following applies to Task 2 and Task 3.

The support of both the engineering and technical support (Section C.5.2) and integration and testing support (Section C.5.3) tasks encompasses systems engineering and technical support for the USSOCOM DET 1, PEO-FW/RW, and BA portfolio of aviation platforms, associated mission equipment, and simulation systems during all phases of development, acquisition, and sustainment. The contractor shall provide services in support of areas such as project analysis and participation in design reviews, tests, demonstrations, and exercises. The contractor shall also assist with identification, analysis, and arrangement and provide suggestions on relevant

technical issues with particular emphasis on program executability and interoperability. Reports or debriefs, when appropriate, shall provide a technical assessment of the associated risks.

These tasks also include activities such as assistance with preparing, updating, modifying, or providing comments for documents supporting Systems Engineering activities; coordination with program office system engineers for related system integration documentation, including analysis of and providing recommendations on interoperability issues and evaluating system safety issues; reviewing System Safety Program plans; reviewing Initial, Verification, and Validation (IV&V) plans and documentation; and assisting with drafting configuration management plans and other configuration control and status accounting tasks. Documentation and recommendations in support of presentations to the United States Air Force (USAF) Nonnuclear Munitions Safety Board (NNMSB), USAF Seek Eagle (AFSEO), and other organizations as required are also part of these tasks.

C.5.1 TASK 1 – PROVIDE PROGRAM MANAGEMENT

The contractor shall provide a program manager under this TO to coordinate efforts and deliverables for all projects, events, programs, and contract employees tasked with supporting USSOCOM DET 1. This includes the management and oversight of all activities performed by contractor personnel, including subcontractors, to satisfy the requirements identified in this Performance Work Statement (PWS). The Program Manager shall analyze deliverables and design a reporting structure that will track progress of all deliverables, as well as logistics deadlines, and serve to inform the Region 4COR on the overall support contract. The report structure shall be approved by the Region 4 CO and USSOCOM Det 1 COR, and modified as necessary during the contract period.

The contractor shall provide program management and technical support for all required demonstrations, testing scenarios, technical exchanges, and related activities as directed and as required.

C.5.1.1 SUBTASK 1 - MEETINGS

For all meetings, the contractor shall be responsible for providing meeting materials and administrative and facilitation support to include, but is not limited to, scheduling, agendas, minutes, action tracking, and summaries. Meetings will be conducted at USSOCOM DET 1, Eglin AFB, or other specified location, as directed.

C.5.1.1.1 COORDINATE A PROJECT KICK-OFF MEETING

The contractor shall schedule, coordinate, and host a Project Kick-Off Meeting at the location approved by the Government within five business days following the TO award date (or other time mutually agreed between the parties)(Section F, Deliverable 02). The meeting will provide an introduction between the contractor personnel and Government personnel who will be involved with the TO. The meeting will provide the opportunity to discuss technical, management, and security issues, and travel authorization and reporting procedures. At a minimum, the attendees shall include Key contractor Personnel, representatives from the directorates, other relevant Government personnel, and the USSOCOM Det 1 COR.

At least three days prior to the Kick-Off Meeting, the contractor shall provide a Kick-Off Meeting Agenda (Section F, Deliverable 01) for review and approval by the USSOCOM Det 1

COR prior to finalizing. The agenda shall include, at a minimum, the following topics/deliverables:

- a. Points of contacts (POCs) for all parties.
- b. Personnel discussion (i.e., roles and responsibilities and lines of communication between contractor and Government).
- c. Staffing Plan and status.
- d. Security discussion and requirements (i.e., building access, badges, Common Access Cards (CACs)).
- e. Invoicing requirements.
- f. Draft Project Management Plan (PMP) (Section F, Deliverable 04).
- g. Draft Quality Control Plan (QCP) (Section F, Deliverable 06).
- h. Final QCP (Section F, Deliverable 07) Discussion.
- i. Draft Transition-In Plan (Section F, Deliverable 11) and discussion.

The Government will provide the contractor with the number of Government participants for the Kick-Off Meeting and the contractor shall provide sufficient copies of the presentation for all present.

Additionally, the contractor shall draft and provide to the USSOCOM Det 1 COR a brief summary of the Kick-Off Meeting documenting the Kick-Off Meeting discussion and capturing any action items. (Section F, Deliverable 03)

C.5.1.1.2 AD HOC TECHNICAL/WORK STATUS MEETINGS

The contractor shall, if requested by the Government, participate in ad hoc technical meetings to discuss tasking, work progress, technical problems, performance issues, or other technical matters. These meetings will occur at a time and place mutually agreed upon by the parties. (Section F, Deliverable 21)

C.5.1.1.3 CONTRACT ADMINISTRATION MEETINGS

The contractor may be required to meet or participate in a teleconference with authorized Government personnel as often as deemed necessary to discuss contract performance or administrative issues. The contractor may also request a meeting with the Region 4 CO when deemed necessary. The content of meetings shall be documented in writing (Section F, Deliverable 19). Minutes shall be agreed to by both parties and shall be included in the Government contract file.

C.5.1.2 SUBTASK 2 – PREPARE A PROJECT MANAGEMENT PLAN (PMP)

The contractor shall document all support requirements in a PMP. The contractor shall provide the Government with a draft PMP (Section F, Deliverable 04) on which the Government will make comments. The final PMP (Section F, Deliverable 05) shall incorporate the Government's comments.

The PMP shall:

a. Describe the proposed management approach.

- b. Contain Standard Operating Procedures (SOPs) for all tasks.
- c. Describe in detail the contractor's approach to risk management under this contract.
- d. Describe in detail the contractor's approach to communications, including processes, procedures, communication approach, and other rules of engagement between the contractor and the Government.
- e. Include the contractor's Baseline QCP (Section F, Deliverable 06).

C.5.1.3 SUBTASK 3 – UPDATE QUALITY CONTROL PLAN (QCP)

The contractor shall update the QCP submitted with its Kick-Off Meeting Agenda (Section F, Deliverable 06) and then provide a final QCP, as required in Section F (Section F, Deliverable 07). The contractor shall periodically update the QCP, as required in Section F (Section F, Deliverable 08), as changes in program processes are identified.

Within the QCP, the contractor shall identify its approach for providing quality control in meeting the requirements of the TO. The contractor's QCP shall describe its quality control methodology for accomplishing TO performance expectations and objectives. The contractor shall fully discuss its validated processes and procedures that provide high quality performance for each Task Area. The QCP shall describe how the processes integrate with the Government's requirements.

C.5.1.4 SUBTASK 4 – PREPARE A QUARTERLY STATUS REPORT (QSR)

The contractor shall develop and provide a QSR (Section J, Attachment D) (Section F, Deliverable 09). The QSR shall include the following:

- a. Government actions required.
- b. Schedule (show deliverables with planned and actual start and completion dates for each).
- c. Projected cost of each CLIN for the current quarter.
- d. Risks.

C.5.1.5 SUBTASK 5 – PREPARE A MONTHLY STATUS REPORT (MSR)

The contractor shall develop and provide an MSR (Section J, Attachment E) (Section F, Deliverable 10). The MSR shall include the following:

- a. Accumulated invoiced cost for each CLIN up to the previous month.
- b. Projected cost of each CLIN for the current month.

C.5.1.6 SUBTASK 6 – TRANSITION-IN PLAN

The contractor shall update the draft Transition-In Plan (Section F, Deliverable 11) provided with its proposal and provide a final Transition-In Plan (Section F, Deliverable 12) ten working days after receipt of Government comments. The contractor shall ensure that there will be minimum service disruption to vital Government business and no service degradation during and after transition. The contractor shall implement its Transition-In Plan No Later Than (NLT) 15 calendar days after award, and all transition activities shall be completed 30 days after Task Order Award (TOA).

In the Transition-In Plan, the contractor shall identify how it will coordinate with Government personnel and/or the outgoing contractor to transfer knowledge regarding the following:

- a. Project management processes.
- b. POCs.
- c. Location of technical and project management documentation.
- d. Status of ongoing technical initiatives.
- e. Appropriate contractor to contractor coordination to ensure a seamless transition.
- f. Transition of Key Personnel.
- g. Schedules and milestones.
- h. Actions required of the Government.

The contractor shall also establish and maintain effective communication with Government personnel and/or the outgoing contractor for the period of the transition via weekly status meetings or as often as necessary to ensure a seamless transition-in.

C.5.1.7 SUBTASK 7 - TRANSITION-OUT PLAN

The contractor shall provide transition-out support when required by the Government. The Transition-Out Plan shall facilitate the accomplishment of a seamless transition from the incumbent to an incoming contractor/Government personnel at the expiration of the TO. The contractor shall provide a draft Transition-Out Plan within three months of the Project End Date (Section F, Deliverable 13). The Government will work with the contractor to finalize the Transition-Out Plan (Section F, Deliverable 14) within ten working days after receipt of Government comments.

In the Transition-Out Plan, the contractor shall identify how it will coordinate with the incoming contractor and/or Government personnel to transfer knowledge regarding the following:

- a. Project management processes.
- b. POCs.
- c. Location of technical and project management documentation.
- d. Status of ongoing technical initiatives.
- e. Appropriate contractor to contractor coordination to ensure a seamless transition.
- f. Transition of Key Personnel.
- g. Schedules and milestones.
- h. Actions required of the Government.

The contractor shall also establish and maintain effective communication with the incoming contractor/Government personnel for the period of the transition via weekly status meetings or as often as necessary to ensure a seamless transition-out.

The contractor shall implement its Transition-Out Plan NLT two months prior to expiration of the TO.

C.5.1.8 SUBTASK 8 – ACCOUNTING FOR CONTRACTOR MANPOWER REPORTING

The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the USSOCOM DET 1 via a secure data collection site: the Enterprise Contractor Manpower Reporting Application (ECMRA). The contractor is required to completely fill in all required data fields using the following web address: http://www.ecmra.mil/.

Reporting inputs will be for the labor executed during the period of performance during each Government Fiscal Year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported NLT October 31 of each calendar year. Contractors may direct questions to the support desk at: http://www.ecmra.mil/.

Contractors may use Extensible Markup Language (XML) data transfer to the database server or fill in the fields on the website. The XML direct transfer is a format for transferring files from a contractor's systems to the secure website without the need for separate data entries for each required data element at the website. The specific formats for the XML direct transfer may be downloaded from the web.

C.5.1.9 SUBTASK 9 – PREPARE TRIP REPORTS

The Government will identify the need for a Trip Report when the request for travel is submitted (Section F, Deliverable 15). The contractor shall keep a summary of all long-distance travel including, but not limited to, the name of the employee, location of travel, duration of trip, and POC at travel location. Trip reports shall also contain Government approval authority, total cost of the trip, a detailed description of the purpose of the trip, and any knowledge gained. At a minimum, trip reports shall be prepared with the information provided in Section J, Attachment F

C.5.2 TASK 2 – ENGINEERING AND TECHNICAL SUPPORT

This task includes Science and Technology (S&T) support and technical expertise for a variety of developmental systems with the potential to meet specified performance requirements or fill a gap until a final solution is developed. It involves the research, analysis, and study of technical issues and provides recommendations for issue resolution and/or migration. It provides alternatives, analysis of suitability and recommendations, and performs functional trade-off analysis, as well as qualitative and quantitative evaluations of information to further cooperative efforts with relevant S&T organizations, such as the Air Force Research Laboratory. This task also supports studies and review of technical issues and alternatives, as well as subsequent resolution recommendations.

The contractor shall provide technical expertise and programmatic support of SOF aviation and BA technology development. This expertise shall include systems engineering and technical support, as well as specific domain expertise in SOF-unique airborne munitions and Intelligence, Surveillance, and Reconnaissance ISR platforms, weapons, and sensors. This includes in-depth understanding of Government technology development and test processes, to include capabilities and limitations of applicable technologies including, but not limited to, AC-130J, AC-130W, MC-130J, CV-22, and Stand-off Precision Guided Munitions. The contractor shall develop robust new test plans, procedures and processes for the full scope of a test event to include

required checklists and equipment/system operability checks. These test plans shall document any changes to prior processes as a result of the items being tested, and provide for a means to evaluate any impact new process steps may have on system performance, as well as a means to identify corrective actions when steps do not result in test success. These test processes may be applied to the testing of both new system installations as well as existing system upgrades.

C.5.3 TASK 3 – INTEGRATION AND TESTING SUPPORT

C.5.3.1 SUBTASK 1 - INTEGRATION

The contractor shall provide integration support to enable use of the sensor or other device within the appropriate SOF-unique fixed wing or rotary wing platform including, but not limited to, AC-130J, AC-130W, MC-130J, and CV-22. Specific system integration support tasks may include, but are not limited to:

- a. Aircraft surveys, engineering planning, and design support for new installations.
- b. Installation and integration of payloads on airborne systems.
- c. Installation and testing of data links and communications networks to provide connectivity between payloads, operators, and end users.
- d. Integration testing to ensure compatibility with the host platform and to satisfy safety certification requirements of the platform operator.
- e. End-to-end testing and evaluation of payloads and systems in accordance with approved test plans and procedures.
- f. Assisting the Government with the planning and conducting of Operational Readiness Exercises.
- g. Conducting readiness and acceptance reviews as proposed and agreed upon at the kick-off meeting.
- h. Maintenance and repair of equipment and systems during field integration and testing activities.

C.5.3.2 SUBTASK 2 – TEST AND EVALUATION (T&E)

The contractor shall develop an optimal process for T&E of each system, subsystem, platform, or sensing system to be prototyped. This shall require evaluating the testing needs of prototypes and fielded systems and shall support test planning, including plans for field demonstrations and for participating in field exercises. The testing process specified in the plans shall involve a discussion of data collection and evaluation methods, employ realistic operational scenarios, and meet all testing requirements specified by the Government.

C.5.3.3 SUBTASK 3 – DEVELOPMENTAL AND OPERATIONAL TESTING

The contractor shall assist the Government with planning of developmental testing, operational testing, demonstrations, assessments, and/or, verifying and validating resolution of deficiencies. The contractor shall support developmental testing on the selected military systems, subsystems, platforms, and sensing systems related to Intelligence, Surveillance, and Reconnaissance (ISR) and special mission operations. The testing performed shall take place in realistic operational scenarios and meet all testing requirements, such as percent coverage, specified by the Government. The contractor shall use the Requirements Traceability Verification Matrix

(RTVM) together with other documentation to describe how the system(s) will be tested to demonstrate the desired functionality. The contractor shall help develop test plans and write quick-look and final reports to support the Government being able to meet test objectives. The testing support will be in the areas of test plan development, test execution, test observation, test assistance, and test assessment (Section F, Deliverable 16, Deliverable 22). The contractor shall also perform sensor integration and testing for manned and unmanned airborne systems as well as sensor integration studies and assessments for space-based systems. The contractor shall ensure that all hardware, software, test equipment, instrumentation, supplies, facilities, and personnel are available and in place to conduct or support each scheduled test, and be capable of furnishing technical personnel at test sites to perform such testing.

C.5.4 TASK 4 – CONDUCT GROUND AND FLIGHT TEST OPERATIONS

The contractor shall participate in ground and flight test operations on selected military systems, subsystems, platforms, and sensing systems related to ISR and special mission operations. This support may include but is not limited to acting as test coordinator to ensure adherence to all safety and test requirements, ground and air system pre-flight checklists, ground and air test process facilitation, and electromagnetic interference and electromagnetic compatibility tests. Ground and flight test operations are conducted by contractor test personnel to provide the Government decision-quality data by:

- 1. Planning testing geared towards the specification and/or operational requirements of a new system or existing upgraded/modified system.
- 2. Assisting the Government in the execution of efficient testing which optimizes test opportunities.
- 3. Analyzing the resulting qualitative and quantitative data.
- 4. Reporting the data in a timely format to Government decision makers.

Ground and flight test operations include, but are not limited to, conducting testing on/from a specific system/platform or from a test control facility.

Flight and ground tests are expected to occur at, but not be limited to, the following locations (included in the below sections) for each of the major work efforts: Eglin AFB, Florida (FL); Dahlgren, Virginia (VA); Waco, Texas (TX); Naval Air Weapons Station (NSWC) China Lake, California (CA); Nevada Test and Training Range, Nevada (NV); White Sands Missile Range, New Mexico (NM); Pacific Missile Range Facility, Hawaii (HI); Cannon AFB, NM; Double Eagle II Airfield, NM; Inyokern Airfield, CA; and Ft Campbell, North Carolina (NC). Support Outside the Continental United States (OCONUS) is not expected, but could be required.

C.5.5 TASK 5 – ADMINISTRATIVE SUPPORT

The contractor shall provide programmatic and acquisition management support for a diverse USSOCOM portfolio. This involves programs such as aviation platforms and subsystems for all phases of development, acquisition, and sustainment. The contractor shall review and comment on acquisition documentation, review systems engineering and configuration management plans, review and provide recommendations for specifications, and provide acquisition, development, design, testing, security, logistics, and administrative management support. (Section F, Deliverable 21). It incorporates the assessment, conversion, tailoring, and reviewing of specifications and standards.

C.5.5.1 SUBTASK 1 – ADMINISTRATIVE SUPPORT

The contractor shall review, comment, and provide recommendations for security classification guides and program protection plans on an annual basis (Section F, Deliverable 17). The contractor shall develop and maintain security classification guides and program protection plans on all USSOCOM DET 1, PEO-FW/RW, and BA programs.

The contractor shall prepare, staff, and coordinate actions using USSOCOM or AFLCMC/WI guidance to support approval within USSOCOM or AFLCMC at all levels. There are approximately one to two per month, depending on the current milestone phase of each supported program for each organization.

The contractor shall deliver risk assessments and analyses (Section F, Deliverable 18) for a variety of acquisition related issues. The requirement for risk assessments and analyses is estimated at two analyses during any given month for each organization.

The contractor shall draft reports and/or debriefs summarizing technical and management meeting and design reviews (Section F, Deliverable 19). The contractor shall also include in the reports or debrief, when appropriate, a technical assessment of the risks. There are approximately eight to ten reviews annually for each organization.

C.5.5.2 SUBTASK 2 – PROCUREMENT PLANNING SUPPORT

The contractor shall provide technical and programmatic support for baseline acquisition, research, and SOF-unique platforms and systems, in accordance with applicable Department of Defense (DoD) Financial Management Directives, USSOCOM Financial Directives, and applicable financial management tools. Support shall include technology transition, technology insertion, field and operational testing, operation and training plans and materials, and low-rate initial production planning, monitoring, and improvement.

This task includes support of the SOF acquisition programs (e.g., AC-130W, AC/MC-130J) such as project planning; developing work schedules; providing assistance in the development, reviewing, updating, and maintaining project related technical/financial/management documentation; researching and analyzing problems relating to project processes and procedures; and providing assistance in developing recommended solutions to problems.

C.5.5.3 SUBTASK 3 – DEMONSTRATION/EVALUATION LOGISTICS SUPPORT

The contractor shall provide logistics and transportation support for Joint Capabilities Technical Demonstrations (JCTDs), DT&E, OT&E, demonstrations, and assessments. The contractor shall coordinate with external organizations, private contractors, and cognizant contracting offices in order to plan and execute personnel and equipment movement to a variety of locations, which may include OCONUS. The contractor shall draft and review logistics support documentation, transportation schedules, and logistics plans (Section F, Deliverable 20), as well as provide onsite coordination for demonstration and evaluation locations and related qualifications for dismounted operations.

C.5.6 TASK 6 – OPTIONAL SUPPORT

This task includes additional support required and within scope of the above tasks to support additional mission needs such as, testing of additional SOF aircrafts (assigned to USSCOM Det

1), or testing at additional locations as they may arise over the task order PoP. The contractor shall not operate or dispense any munitions during the course of Government testing of new munitions or aircraft capabilities.

C.5.7 TASK 7 OPTIONAL SURGE SUPPORT

Surge support is defined as short-term work to support mission activities in order to meet urgent customer needs for the support required and within the scope of the above listed tasks. This task includes the contractor providing this type of flexibility on an as-needed basis to support additional programmatic and technical expertise related to SOF aircraft/munitions testing programs. The contractor shall provide the required support as identified in Section C to accommodate un anticipated testing needs (e.g exercises, or emergency test), which may be required to support the warfighter needs due to changing geopolitical events and changing areas of operations.

SECTION D - PACKAGING AND MARKING

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SECTION E - INSPECTION AND ACCEPTANCE

E.1 PLACE OF INSPECTION AND ACCEPTANCE

Inspection and acceptance of all work performance, reports, and other deliverables under this TO will be performed by the USSOCOM Det 1 COR at 103 S. Magnolia St, Bldg. #446, Eglin AFB, FL, 32542.

E.2 SCOPE OF INSPECTION

All deliverables will be inspected for content, completeness, accuracy, and conformance to TO requirements by the USSOCOM Det 1 COR. Inspection may include validation of information or software through the use of automated tools, testing, or inspections of the deliverables, as specified in the TO. The scope and nature of this inspection will be sufficiently comprehensive to ensure the completeness, quality, and adequacy of all deliverables.

The Government requires a period NTE 30 workdays after receipt of final deliverable items for inspection and acceptance or rejection.

E.3 BASIS OF ACCEPTANCE

The basis for acceptance shall be in compliance with the requirements set forth in the TO, the contractor's proposal, and relevant terms and conditions of the contract. Deliverable items rejected shall be corrected in accordance with the applicable clauses.

The final acceptance will occur when all discrepancies, errors, or other deficiencies identified in writing by the Government have been resolved, through documentation updates, program correction, or other mutually agreeable methods.

Reports, documents, and narrative-type deliverables will be accepted when all discrepancies, errors, or other deficiencies identified in writing by the Government have been corrected.

If the draft deliverable is adequate, the Government may accept the draft and provide comments for incorporation into the final version.

All of the Government's comments on deliverables shall either be incorporated in the succeeding version of the deliverable, or the contractor shall explain to the Government's satisfaction why such comments should not be incorporated.

If the Government finds that a draft or final deliverable contains spelling errors, grammatical errors, or improper format, or otherwise does not conform to the quality assurance requirements stated within this TO, the document may be rejected without further review and returned to the contractor for correction and resubmission. If the contractor requires additional Government guidance to produce an acceptable draft, the contractor shall arrange a meeting with the USSOCOM Det 1 COR.

E.4 DRAFT DELIVERABLES

The Government will provide written acceptance, comments, and/or change requests, if any, within 15 workdays (unless specified otherwise in Section F) from Government receipt of the draft deliverable. Upon receipt of the Government comments, the contractor shall have ten workdays to incorporate the Government's comments and/or change requests and to resubmit the deliverable in its final form.

SECTION E - INSPECTION AND ACCEPTANCE

E.5 WRITTEN ACCEPTANCE/REJECTION BY THE GOVERNMENT

The USSOCOM Det 1 COR will provide written notification of acceptance or rejection (Section J, Attachment G) of all final deliverables within 15 workdays (unless specified otherwise in Section F). All notifications of rejection will be accompanied with an explanation of the specific deficiencies causing the rejection.

E.6 NON-CONFORMING PRODUCTS OR SERVICES

Non-conforming products or services will be rejected. Deficiencies shall be corrected, by the contractor, within ten workdays of the rejection notice. If the deficiencies cannot be corrected within ten workdays, the contractor shall immediately notify the USSOCOM Det 1 COR of the reason for the delay and provide a proposed corrective action plan within ten workdays.

F.1 PERIOD OF PERFORMANCE

The Purpose of this Action is to transfer the administration of this task order and customer relationship internally within GSA from FEDSIM TOS order 33225 (IAA# 47QFCA18S0024) to AAS Region 4 Order ID04200041 effective May 01, 2020. The remainder of the current performance period and all future periods of performance will be administered under this new task order ID04200041. This administrative continuance does not affect the terms and conditions established for the original task order. The period of performance for this TO is a 6 month option period and three, one-year option periods.

First Option Period: May 1, 2020- October 28, 2020

Second Option Period: October 29, 2020- October 28, 2021

Third Option Period: October 29, 2021- October 28, 2022

Fourth Option Period: October 29, 2022- October 28, 2023

F.2 PLACE OF PERFORMANCE

Place of Performance is: Eglin AFB, FL; Hurlburt AFB, FL; WPAFB, Ohio (OH); MacDill AFB, FL; and the contractor-provided site as identified in Section H.18. Travel is anticipated to be required throughout various Continental United States (CONUS) locations due to testing schedules.

Task 1: Eglin AFB

Task 2: Primary - Eglin AFB, secondary - Hurlburt AFB and WPAFB

Task 3: Primary - Eglin AFB, secondary - Hurlburt AFB and WPAFB

Task 4: Flight Desk Eglin AFB and Hurlburt AFB, test location see C.5.4

Task 5: Primary - Eglin AFB and MacDill AFB, secondary - Hurlburt AFB and WPAFB

Task 6: TBD

Task 7: TBD

F.3 TASK ORDER SCHEDULE AND MILESTONE DATES

The following schedule of milestones will be used by the USSOCOM Det 1 COR to monitor timely progress under this TO.

The following abbreviations are used in this schedule:

DEL: Deliverable

NLT: No Later Than

TOA: Task Order Award

All references to days: Government Workdays

Deliverables are due the next Government workday if the due date falls on a holiday or weekend.

Data Rights Clause - Abbreviations in this column of the table below shall be interpreted as follows:

N/A: Not Applicable

UR: Unlimited Rights, Defense Federal Acquisition Regulation Supplement (DFARS) 252.227-7013

For software or documents that may be either proprietary Commercial Off-the-Shelf (COTS) or custom, UR rights apply to custom software or documents. The Government asserts UR rights to open source COTS software. Any collateral agreements proposed for data, regardless of the type of rights offered, shall be subject to the requirements of TOR Section H.13. For purposes of the foregoing, the terms "collateral agreement," "Supplier Agreement," and "Commercial Supplier Agreement" have the same meaning.

The contractor may request and the Government may grant different or more restrictive rights, such as SW rights, than are depicted in the following table. The Government does not assert any rights to management software tools if the contractor does not plan to charge the Government directly for that tool and does not propose that the Government will own or use that tool.

The contractor shall deliver the deliverables listed in the following table on the dates specified:

DEL. #	MILESTONE/ DELIVERABLE	CLIN	TOR REFERENCE	DATE OF COMPLETION/ DELIVERY	GOV'T RIGHTS
	Project Start (PS)			At TOA	N/A
01	Kick-Off Meeting	0001	C.5.1.1.1	NLT 3 workdays	UR
	Agenda			prior to Kick-Off Meeting	
02	Kick-Off Meeting	0001	C.5.1.1.1	Within 5 workdays of TOA	N/A
03	Kick-Off Meeting Summary	0001	C.5.1.1.1	Within 5 workdays of Kick-Off Meeting	UR
04	Draft Project Management Plan	0001	C.5.1.1.1 C.5.1.2	Due at Kick-Off Meeting	UR
05	Final Project Management Plan	0001	C.5.1.2	10 workdays after receipt of Government comments	UR
06	Draft Quality Control Plan	0001	C.5.1.1.1 C.5.1.2 C.5.1.3	Due at Kick-Off Meeting	UR
07	Final Quality Control Plan	0001	C.5.1.1.1 C.5.1.3	10 workdays after receipt of Government comments	UR

DEL.	MILESTONE/ DELIVERABLE	CLIN	TOR REFERENCE	DATE OF COMPLETION/ DELIVERY	GOV'T RIGHTS
08	Quality Control Plan Updates	X001	C.5.1.3	As changes in program processes are identified	UR
09	Quarterly Status Report (QSR)	X001	C.5.1.4	Quarterly (10 th calendar day every three months)	UR
10	Monthly Status Report (MSR)	X001	C.5.1.5	Monthly (10 th calendar day of the next month)	UR
11	Updated Transition-In Plan	0001	C.5.1.1.1 C.5.1.6	Due at Kick-Off Meeting	UR
12	Final Transition-In Plan	0001	C.5.1.6	10 workdays after receipt of Government comments	UR
13	Draft Transition-Out Plan	0001	C.5.1.7	Within three months of Project End Date	UR
14	Final Transition-Out Plan	0001	C.5.1.7	10 workdays after receipt of Government comments	UR
15	Trip Report(s)	X001	C.5.1.9	Within 10 workdays following completion of each trip	UR
16	Prepare Daily Flight Test Summary Report documentation	X002, X003, X004	C. 5.2 C. 5.3, C.5.6, C.5.7	As required	UR
17	Security Classification and Program Protection Recommendations	X002, X003, X004	C.5.5, C.5.6, C.5.7	Annually	UR
18	Prepare Risk Assessment and Analysis documentation	X002, X003, X004	C.5.5, C.5.6, C.5.7	As required (approximately six each month, two each for three organizations)	UR

DEL.	MILESTONE/ DELIVERABLE	CLIN	TOR REFERENCE	DATE OF COMPLETION/ DELIVERY	GOV'T RIGHTS
19	Prepare meeting	X001,	C.5.1,	As required	UR
	minutes reports	X002,	C.5.2		
		X003,	C.5.5,		
		X004	C.5.6,		
			C.5.7		
20	Logistics Support	X002,	C.5.5,	As Required	UR
	Schedules and Plans	X003,	C.5.6,		
		X004	C.5.7		
21	Provide comments for	X001,	C.5.1,	As required	UR
	general program	X002,	C.5.5,	_	
	documentation	X003,	C.5.6,		
		X004	C.5.7		
22	Prepare Final	X002,	C.5.3,	As required	UR
	Developmental Test	X003,	C.5.4,		
	report(s)	X004	C.5.6		
	documentation		C.5.7		
23	Test Card Input	X002	C.5.2	As required	UR
24	Copy of TO (initial		F.4	Within 10	N/A
	award and all			workdays of award	
	modifications)			-	

The contractor shall mark all deliverables listed in the above table to indicate authorship by contractor (i.e., non-Government) personnel; provided, however, that no deliverable shall contain any proprietary markings inconsistent with the Government's data rights set forth in this TO. The Government reserves the right to treat non-conforming markings in accordance with Defense Federal Acquisition Regulation Supplement (DFARS) 252.227-7013.

F.4 PUBLIC RELEASE OF CONTRACT DOCUMENTS REQUIREMENT

The contractor agrees to submit, within ten workdays from the date of the Region 4 CO's execution of the initial TO, or any modification to the TO (exclusive of Saturdays, Sundays, and Federal holidays), a Portable Document Format (PDF) file of the fully executed document with all proposed necessary redactions, including redactions of any trade secrets or any commercial or financial information that it believes to be privileged or confidential business information, for the purpose of public disclosure at the sole discretion of GSA (Section F, Deliverable 23). The contractor agrees to provide a detailed written statement specifying the basis for each of its proposed redactions, including the applicable exemption under the Freedom of Information Act (FOIA), 5 United States Code (U.S.C.) § 552, and, in the case of FOIA Exemption 4, 5 U.S.C. § 552(b)(4), shall explain why the information is considered to be a trade secret or commercial or financial information that is privileged or confidential. Information provided by the contractor in response to the contract requirement may itself be subject to disclosure under the FOIA. Submission of the proposed redactions constitutes concurrence of release under FOIA.

GSA will carefully consider the contractor's proposed redactions and associated grounds for nondisclosure prior to making a final determination as to what information in such executed documents may be properly withheld.

F.5 DELIVERABLES MEDIA

The contractor shall deliver all electronic versions by electronic mail (email) and removable electronic media, as well as placing in the USSOCOM DET 1 designated repository. The following are the required electronic formats, whose versions must be compatible with the latest, commonly available version on the market.

a. Text Microsoft (MS) Word PDF

b. Spreadsheets MS Excel

c. Briefings MS PowerPoint

d. Drawings MS Visioe. Schedules MS Project

F.6 PLACE(S) OF DELIVERY

Deliverables and/or correspondence (when applicable) shall be delivered to the USSOCOM Det 1 COR at the following addresses (electronic submission is preferred):

ATTN: Captain Cody Getz, COR

Address: 103 S. Magnolia St, Bldg. 446, Eglin AFB, FL 32542

Telephone: (b) (6)

Email: cody.getz.1@us.af.mil

The contractor shall also utilize the GSA Federal Acquisition Service (FAS) electronic Assisted Services Shared Information System (ASSIST) to submit copies of all deliverables (unclassified version ONLY). The contractor shall upload deliverables in the ASSIST Portal. The contractor shall submit an Unclassified version of the deliverables electronically by logging onto the following link (requires Internet Explorer to access the link):

https://portal.fas.gsa.gov

Log in using your assigned ID and password, navigate to the order against which you want to upload deliverables, and click the "Post-Award Collaboration" link in the left navigator. Once in the Collaboration tab, please click "Create Collaboration" and choose "Deliverable" as the Collaboration Type. Under Subject, you may put the title of the deliverable and a brief description. You may choose the date that you upload as the Due Date and put in the comments when the deliverable was actually submitted, if different from the Due Date. The AASBS Help Desk should be contacted for support at 877-472-4877 (toll free) or by email at AASBS.helpdesk@gsa.gov.

F.7 NOTICE REGARDING LATE DELIVERY/PROBLEM NOTIFICATION REPORT (PNR)

The contractor shall notify the USSOCOM Det 1 COR via a Problem Notification Report (PNR) (Section J, Attachment C) as soon as it becomes apparent to the contractor that a scheduled delivery will be late. The contractor shall include in the PNR the rationale for late delivery, the expected date for the delivery, and the project impact of the late delivery. The USSOCOM Det 1 COR will review the new schedule and provide guidance to the contractor. Such notification in no way limits any Government contractual rights or remedies including, but not limited to, termination.

SECTION G – CONTRACT ADMINISTRATION DATA

G.1 CONTRACTING OFFICER'S REPRESENTATIVE (COR)

The Region 4 CO appointed a USSOCOM Det 1 COR in writing through a COR Appointment Letter (Section J, Attachment A). The USSOCOM Det 1 COR will receive, for the Government, all work called for by the TO and will represent the Region 4 CO in the technical phases of the work. The USSOCOM Det 1 COR will provide no supervisory or instructional assistance to contractor personnel.

The USSOCOM Det 1 COR is not authorized to change any of the terms and conditions, scope, schedule, and price of the Contract or the TO. Changes in the scope of work will be made only by the Region 4 CO by properly executed modifications to the Contract or the TO.

G.1.1 CONTRACT ADMINISTRATION

Contracting Officer:

Lisa Younghanse GSA Region 4 77 Forsyth Street SW Atlanta, GA 30303

Telephone: (b) (6)

Email: lisa.younghanse@gsa.gov

Contract Specialist:

Tara Chaltry 77 Forsyth St SW Atlanta GA 30303

Telephone: (b) (6)

Email: tara.chaltry@gsa.gov

Contracting Officer's Representative:

GSA Region 4 USSOCOM Det 1

ATTN: Captain Cody Getz, TPOC

Address: 103 S. Magnolia St, Bldg. 446, Eglin AFB, FL 32542

Telephone: (b) (6)

Email: cody.getz.1@us.af.mil

G.2 INVOICING AND PAYMENT

Electronic acceptance by the COR is considered concurrence and acceptance of services.

G.2.1 PAYMENT INFORMATION

The contractor shall provide the following payment information for GSA use. It must be an exact match with the information under the contract number in the AAS Business Systems (AASBS) contract registration (not the contractor's company or individual representative's registration) as well as with the information under the contractor's Data Universal Numbering System (DUNS)

SECTION G – CONTRACT ADMINISTRATION DATA

number in the System for Award Management (SAM), http://www.sam.gov. Mismatched information will result in rejected purchase orders and payments.

- a. Company Name Legal Business Name and Doing Business As (DBA) Name
- b. Mailing Address Contact and Address Information
- c. Remittance Address Remit To Address Information
- d. Employer's Identification Number Federal Tax ID
- e. DUNS (Data Universal Numbering System)

G.2.2 INVOICE INFORMATION

The contractor shall provide the following information on each invoice submitted to the Central Invoice Service (CIS), which is available through GSA's AAS Business Systems (AASBS) portal, https://portal.fas.gsa.gov.

- a. Invoice Number do not use any special characters; AASBS and the invoice must match
- b. ACT (GSA financial tracking number) Number from GSA Form 300, Block 4
- c. GSA Task Order Number must match AASBS
- d. Contract Number from GSA Form 300, Block 3
- e. Point of Contact and Phone Number
- f. Remittance Address
- g. Period of Performance for the billing period
- h. Charges, identified by deliverable or line item(s), with a narrative description of the service performed. Deliverables, reimbursable costs, and other charges (e.g., G&A) must be broken out as follows:
- (1) Deliverable Number and Title
- (2) Travel, if any, must be itemized by individual and trip; backup information is required to substantiate the traveler's name, dates of travel, destination, purpose of travel and cost (airfare, lodging, per diem and other expenses) for each trip. This information must be provided in sufficient detail to allow verification of JTR compliance
- (3) Support items itemized by specific item and amount
- i. Prompt Payment Discount, if offered
- j. Total Invoice Amount

G.2.3 INVOICE SUBMITTAL

The contractor shall submit invoices electronically to the Central Invoice Service (CIS), which is available through GSA's AAS Business Systems (AASBS) portal, https://portal.fas.gsa.gov. The payment information must satisfy a two-way match (AASBS and SAM, https://www.sam.gov) for the invoice to be successfully processed for payment. The Client Representative and GSA Customer Account Manager must approve the invoice in AASBS prior to payment.

If the contractor submits a revised invoice, the revised invoice must include: 1) a unique invoice number, 2) a brief explanation, and 3) a cross-reference to any previous invoice submittals for

<u>SECTION G – CONT</u>RACT ADMINISTRATION DATA

tracking purposes and avoiding duplication.

Copies of receipts, travel vouchers, etc., that have been completed in accordance with the applicable Government regulations must be retained to support charges for other than employee labor hours. Original receipts shall be maintained by the contractor and made available to the Government upon request.

Reimbursable costs must not exceed the limit(s) specified in the task order. The Government will not pay charges that are not specifically identified in the task and approved, in advance, by the Government.

Invoices for final payment must be so identified and submitted when the task has been completed and no further charges are to be billed.

Payment Schedule. The contractor shall invoice for work performed the prior month. This is a TBD task and payment will be based on acceptance of the established work products. A performance and payment schedule will be established after award of the task order. The payment schedule will be based upon interim deliverables and milestones and will be closely aligned with the performance schedule. These milestones may be associated with the monthly progress reports and interim deliverables. During task order performance, if a contractor deviates from their performance schedule then the Government will adjust payment to reflect the contractor's actual level of performance. The contractor shall provide a proposed performance and payment schedule within ten (10) calendar days after award.

G.3.1 TIME-AND-MATERIALS (T&M) CLINs (for LABOR)

The contractor may invoice monthly on the basis of hours incurred for the T&M CLINs. The invoice shall include the period of performance covered by the invoice (all current charges shall be within the active period of performance) and the CLIN number and title. All hours and costs shall be reported by CLIN element (as shown in Section B), by contractor employee, and shall be provided for the current billing month and in total from project inception to date. The contractor shall provide the invoice data in spreadsheet form with the following detailed information. The listing shall include separate columns and totals for the current invoice period and the project to date.

- a. Employee name (current and past employees).
- b. Employee company.
- c. Employee labor category.
- d. Monthly and total cumulative hours worked.
- e. Corresponding negotiated TO ceiling rate.
- f. Hours incurred not billed by CLIN.
- g. Total Amount Paid (Lump Sum) by CLIN.

G.3.2 FIRM-FIXED-PRICE (FFP) CLINs

The contractor may invoice as stated in Section B for the FFP CLINs. The invoice shall include the period of performance covered by the invoice (all current charges shall be within the active period of performance) and the CLIN number and title. All prices shall be reported by CLIN

SECTION G – CONTRACT ADMINISTRATION DATA

element (as shown in Section B) and shall be provided for the current invoice and in total from project inception to date. The contractor shall provide the invoice data in spreadsheet form with the following detailed information. The listing shall include separate columns and totals for the current invoice period and the project to date.

- a. FFP period of performance
- b. Total Amount Paid (Lump Sum) by CLIN

G.3.3 MATERIALS AND EQUIPMENT CLINs

The contractor may invoice monthly on the basis of cost incurred for the Materials and Equipment CLINs. The invoice shall include the period of performance covered by the invoice and the CLIN number and title. In addition, the contractor shall provide the following detailed information for each invoice submitted, as applicable. Spreadsheet submissions are required.

- a. Materials and Equipment purchased.
- b. Request to Initiate Purchase (RIP) or Consent to Purchase (CTP) number or identifier.
- c. Date accepted by the Government.
- d. Associated CLIN.
- e. Project-to-date totals by CLIN.
- f. Cost incurred not billed by CLIN.
- g. Remaining balance of the CLIN.

All cost presentations provided by the contractor shall also include Overhead (OH) charges, General and Administrative (G&A) charges and Fee in accordance with the contractor's Defense Contract Audit Agency (DCAA) cost disclosure statement.

G.3.4 TRAVEL

Contractor costs for travel will be reimbursed at the limits set in the following regulations (see FAR 31.205-46):

- a. Federal Travel Regulation (FTR) prescribed by the GSA, for travel in the contiguous United States (U.S.).
- b. Joint Travel Regulations (JTR) Volume 2, DoD Civilian Personnel, Appendix A prescribed by the DoD, for travel in Alaska, Hawaii, and outlying areas of the U.S.
- c. Department of State Standardized Regulations (DSSR) (Government Civilians, Foreign Areas), Section 925, "Maximum Travel Per Diem Allowances for Foreign Areas" prescribed by the Department of State, for travel in areas not covered in the FTR or JTR.

The contractor may invoice monthly on the basis of cost incurred for cost of travel comparable with the JTR, FTR and DSSR. The invoice shall include the period of performance covered by the invoice, the CLIN number and title. Separate worksheets, in MS Excel format, shall be submitted for travel.

<u>CLIN Total Travel</u>: This invoice information shall identify all <u>cumulative</u> travel costs billed by CLIN. The <u>current</u> invoice period's travel details shall include separate columns and totals and include the following:

- a. Travel Authorization Request number or identifier, approver name, and approval date.
- b. Current invoice period.

SECTION G – CONTRACT ADMINISTRATION DATA

- c. Names of persons traveling.
- d. Number of travel days.
- e. Dates of travel.
- f. Number of days per diem charged.
- g. Per diem rate used.
- h. Total per diem charged.
- i. Transportation costs.
- j. Total charges.
- k. Explanation of variances exceeding ten percent of the approved versus actual costs.
- 1. Indirect handling rate.

All cost presentations provided by the contractor shall also include OH charges and G&A charges in accordance with the contractor's DCAA cost disclosure statement.

G.4 TASK ORDER CLOSEOUT

The Government will unilaterally close out the TO NLT six years after the end of the TO period of performance if the contractor does not provide final DCAA rates by that time. The contractor shall submit a final invoice within 30 calendar days after the end of the Performance Period. After the final invoice has been paid, the contractor shall furnish a completed and signed Release of Claims to the Region 4 CO. This release of claims shall be submitted within 15 calendar days of final payment. Failure to submit the signed Release of Claims will result in a task/delivery order closeout as is, and will result in a negative CPARS rating. The Government will unilaterally close out the TO NLT six years after the end of the TO period of performance if the contractor does not provide final DCAA rates by that time.

H.1 NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS)

The NAICS code for this TO is 541715, Exception A: Research and Development in Aircraft.

H.2 PRODUCT SERVICE CODES (PSC)

R425 Engineering and Technical Services. The contractor shall enter the PSC in OASIS Management Module for each TO award.

H.3 PERSONNEL

H.3.1 KEY PERSONNEL

The following are the minimum personnel who shall be designated as "Key." The Government does not intend to dictate the composition of the ideal team to perform this TO.

- a. Program Manager (PM)
- b. Principal Engineer
- c. Acquisition Subject Matter Expert (SME)
- d. Senior Engineer
- e. Project Engineer

The Government desires that Key Personnel be assigned for the duration of the TO.

H.3.1.1 PROGRAM MANAGER (PM)

It is required that the PM has the following qualifications:

- a. Master of Science (M.S.) degree in a business-related concentration.
- b. A minimum of five years of experience managing projects that are of a similar complexity to Section C requirements.
- c. An active Project Management Institute (PMI) Project Management Professional certification or Defense Acquisition University Contracting or Program Management, Level III Certification.
- d. Minimum of five years of direct experience supporting USSOCOM programs.
- e. Experience in SOF weapon systems development and/or testing.
- f. Current Top Secret Clearance, with SCI eligibility.

It is desired that the PM has the following qualifications:

- a. Current final adjudication of TS clearance with SCI eligibility.
- b. Minimum of ten years of experience in aerospace weapons development and systems integration.
- c. Minimum of five years of experience in SOF weapon system development and/or testing.

H.3.1.2 PRINCIPAL ENGINEER

It is required that the Principal Engineer has the following qualifications:

a. M.S./Engineering degree in an aerospace-related concentration.

- b. Minimum of five years of experience in sensitive/classified aircraft T&E projects.
- c. Minimum of five years of direct experience supporting USSOCOM programs.
- d. Current Top Secret Clearance, with SCI eligibility.

It is desired that the Principal Engineer has the following qualifications:

- a. Minimum of ten years of experience as a military test pilot or flight test engineer.
- b. Current final adjudication of TS clearance with SCI eligibility.
- c. Minimum of five years of relevant experience in Gunship and/or munitions related T&E.

H.3.1.3 ACQUISITION SUBJECT MATTER EXPERT

It is required that the Acquisition Subject Matter Expert has the following qualifications:

- a. A degree in a business-related area.
- b. Minimum of ten years of experience in aerospace weapons development and systems integration.
- c. Minimum of five years of direct experience supporting USSOCOM programs.
- d. Current Top Secret Clearance, with SCI eligibility.

It is desired that the Acquisition Subject Matter Expert has the following qualifications:

- a. Current final adjudication of TS clearance with SCI eligibility.
- b. M.S. degree in a business-related area.
- c. SOF weapon systems development and test experience.
- d. An active certification in one of the following:
 - 1. Active PMI Project Management Professional.
 - 2. Program Management Professional (PgMP) certification.
 - 3. Defense Acquisition Workforce Improvement Act (DAWIA) Level II or III Program Management certification.

H.3.1.4 SENIOR ENGINEER

It is required that the Senior Engineer has the following qualifications:

- a. Bachelor of Science/Engineering degree in an aerospace-related concentration.
- b. Minimum of five years of relevant experience in rotary wing related T&E.
- c. Minimum of five years of direct experience supporting USSOCOM programs.
- d. Current Top Secret Clearance, with SCI eligibility.

It is desired that the Senior Engineer has the following qualifications:

a. Current final adjudication of TS clearance with SCI eligibility.

H.3.1.5 PROJECT ENGINEER

It is required that the Project Engineer has the following qualifications:

a. Bachelor of Science/Engineering degree.

- b. Minimum of ten years of relevant experience in aerospace-related production engineering/management.
- c. Minimum of five years of direct experience supporting USSOCOM programs.
- d. Current Secret clearance eligibility.

It is desired that the Project Engineer has the following qualifications:

- a. Current final adjudication of TS clearance with SCI eligibility.
- b. An active DAWIA Level II or III Production, Quality, and Manufacturing (PQM) or equivalent certification.

H.3.2 NON-KEY PERSONNEL

General

All contractor personnel performing under this TO shall, at a minimum, have Secret clearance eligibility.

Personnel supporting Task 4 shall have the required certifications, approvals, and/or training necessary to meet Government Flight Representative's requirements.

Contractor personnel supporting flight tests shall obtain physiological training (provided by the Government) to support unpressurized operations on military or Non-Standard Aviation (NSAV) aircraft, as required, operating below 25,000 feet.

Contractor personnel supporting Joint Terminal Attack Control (JTAC) related equipment and capabilities will be required to maintain JTAC qualification and currency to the highest rating held JTAC or JTAC-Instructor.

Contractor personnel supporting Task 5, Subtask 2 shall have expertise in program acquisitions.

H.3.3 KEY PERSONNEL SUBSTITUTION

The contractor shall not replace any personnel designated as Key Personnel without the written concurrence of the Region 4 CO. Prior to utilizing other than the Key personnel specified in its proposal in response to the TOR, the contractor shall notify the Region 4 CO and USSOCOM Det 1 COR of the existing TO. This notification shall be NLT thirty calendar days in advance of any proposed substitution and shall include justification (including resume(s) and labor category of proposed substitution(s)) in sufficient detail to permit evaluation of the impact on TO performance.

Substitute Key Personnel qualifications shall be equal to, or greater than, the requirements in Section H.3.1 for of the Key Personnel substituted. If the Region 4 CO and USSOCOM Det 1 COR determine that a proposed substitute Key Personnel is unacceptable, or that the reduction of effort would be so substantial as to impair the successful performance of the work under the TO, the contractor may be subject to default action as prescribed by FAR 52.249-8, Default.

H.4 GOVERNMENT-FURNISHED PROPERTY (GFP)

Should GFP be required, the contractor shall comply with recognized industry standards and FAR requirements for the duration of this effort. For BA activities, the Government will provide

necessary Personal Protective Equipment (PPE) required for supporting BA SPO activities and maintaining JTAC qualification.

H.5 GOVERNMENT-FURNISHED INFORMATION (GFI)

GFI will be provided at the Kick-Off meeting.

H.6 SECURITY REQUIREMENTS

H.6.1 INFORMATION ASSURANCE

The contractor may have access to sensitive (to include privileged and confidential) data, information, and materials of the U.S. Government. These printed and electronic documents are for internal use only and remain the sole property of the U.S. Government. Some of these materials are protected by the Privacy Act of 1974 (AMENDED) and Title 38. Unauthorized disclosure of Privacy Act or Title 38 covered materials is a criminal offense.

The contractor shall not divulge any program information related to performance, objectives, files, data, processing activities/functions, user identifications, or other knowledge that may be gained, to anyone who is not authorized to have access to such information. All technical documentation and data exchanged between the contractor and the Government shall be protected from public disclosure in accordance with the markings contained thereon (i.e., classified in accordance with appropriate DoD approved security classification directives and guides). Contractor personnel shall abide by all Government information security rules, procedures, and standards of conduct.

For BA SPO activities, the contractor may require use of a Government-provided Communications Security (COMSEC) account, necessary for use of devices required for secure communications in support of field testing, integration, and JTAC duties.

H.6.2 SECURITY CLEARANCES

The specific security clearance levels for this TO will be identified by a DoD Form (DD254) (Section J, Attachment I). The contractor shall be responsible for safeguarding all Government property provided for contractor use. At the end of each work period, all Government facilities, equipment, and materials shall be secured. Additionally, the contractor will be required to adhere to established computer security procedures. All personnel working on classified projects shall at a minimum have a Secret security clearance. Due to the nature of the work being performed it may be necessary to have a TS security clearance. At a minimum, 85% of the contractor personnel performing on this effort must have or be able to obtain a TS security clearance. Current DoD policy for obtaining and maintaining Secret and TS security clearances must be complied with.

The contractor shall be responsible for obtaining the proper security clearances for its employees. Personnel Security requirements will be in accordance with Intelligence Community Directive (ICD) 503 and/or the National Industrial Security Program Operating Manual (NISPOM), as applicable. Special requirements may be established by the Government Program Office responsible of any Special Access Program (SAP). The Contractor Program Security Officer (CPSO) supporting an SAP will be certified within the first year of contract commencement as a CPSO. When the period of performance is complete and/or contractor personnel leave work on

the project, they will have five calendar days to terminate all their network user accounts and return facility identification badges and all access and courier cards provided by the Government

All classified work performed for each individual task by the contractor shall be performed for Secret, TS/SCI level at an approved Government and/or contractor facility determined by the PM/USSOCOM Det 1 COR. Each employee requiring a background investigation for this purpose will comply with instructions furnished by the cognizant security officer and the SSA.

In general, all necessary facility and employee security clearances shall be at the expense of the contractor. The contractor shall comply with all security requirements.

H.6.3 FACILITY CLEARANCE (FCL) LEVEL

The contractor must possess an FCL at the classification level indicated on the associated DD Form 254 (Section J, Attachment I), DoD Contract Security Classification Specification (Section J, Attachment I). The contractor may be required to provide local facilities to allow discussions up to the TS level. The contractor local facilities shall allow classified work (including computing), receiving, transmitting, and may require storage of information up to Secret level. DD Form 254 will be attached to the contract. Secure facilities of performance will be identified to the Chief of Security and PM/USSOCOM Det 1 COR for consideration and appropriately annotated on the DD Form 254 once accreditation determinations have been made by the necessary SSA prior to use (Section J, Attachment I). For BA SPO activities, the contractor will be required to have access to a Government facility with COMSEC (Secret) safeguarding capability.

H.6.4 COMPUTER SECURITY

For any computer systems for which the contractor is responsible, computer security requirements must be implemented in accordance with ICD 503 and Chapter 8 of the NISPOM. The contractor is authorized use of the Non-classified Internet Protocol (IP) Router Network (NIPRNET), Secret Internet Protocol Router Network (SIPRNET), Joint Worldwide Intelligence Communications System (JWICS), and other systems/networks identified on each individual task, but only after prior coordination/approval from PM/USSOCOM Det 1 COR of system accounts with appropriate accreditations.

H.6.5 NATIONAL AGENCY CHECKS (NACs)

National Agency Checks (NACs) will be conducted, at a minimum, for all personnel, even if a contractor employee does not require access to classified information in performance of a TO; access to U.S. Government automated information system resources that process sensitive, unclassified, or Privacy Act information may be required. NACs will be conducted in accordance with DoD 5200.2-R. The contractor shall establish and administer personnel and physical security programs in accordance with DoD 5200.2-R and DoD/mission partner physical security criteria.

H.6.6 DOD INSTALLATION ACCESS

The contractor shall comply with the instructions in this section. For the purpose of these instructions, the SSA is the local military security organization that provides security support for all Government and contractor personnel performing on the installation.

H.6.7 LONG-TERM VISITOR GROUP SECURITY AGREEMENT

The contractor shall comply with the provisions of the NISPOM, the security procedures of the host military/government/contractor installation where performance will occur, and the requirements specified in the applicable DD Form 254 (Section J, Attachment I). Where classified contract performance will occur on a military/government/contractor installation for 90 days or longer, the contractor shall enter into a long-term visitor group security agreement. This agreement, provided by the Government program manager in concert with the SSA, shall be tailored to specific mission and performance requirements and will include NISPOM and local military/government/contractor security procedures, as applicable. As a visitor group operation, contractor access is controlled by the Government. Visitor group security agreements suffice in lieu of SOPs.

H.6.8 NOTIFICATION OF GOVERNMENT SECURITY ACTIVITY

This contract contains a <u>DD Form 254</u>, DoD Contract Security Classification Specification, and requires performance at a Government location in the U.S. or overseas. Prior to beginning operations involving classified information on an installation identified on the <u>DD Form 254</u>, the contractor shall take the following actions:

- (a) At least thirty days prior to beginning operations, notify the Information Protection Office shown in the distribution block of the DD Form 254 as to:
 - (1) The name, address, and telephone number of this contract company's representative and designated alternate in the U.S. or overseas area, as appropriate.
 - (2) The contract number and military contracting command.
 - (3) The highest classification category of defense information to which contractor employees will have access.
 - (4) The Air Force installations in the U.S. (in overseas areas, identify only the APO number(s)) where the contract work will be performed.
 - (5) The date contractor operations will begin on base in the U.S. or in the overseas area.
 - (6) The estimated completion date of operations on base in the U.S. or in the overseas area.
 - (7) Any changes to information previously provided under this clause.

This requirement is in addition to visit request procedures contained in DoD Manual (<u>DoDM</u>) <u>5220.22</u>, National Industrial Security Program: Procedures for Government Activities Relating to Foreign Ownership, Control, or Influence (FOCI).

- (b) Prior to beginning operations involving classified information on an installation identified on the DD Form 254, the contractor shall enter into a Visitor Group Security Agreement (or understanding) with the installation commander to ensure that the contractor's security procedures are properly integrated with those of the installation. As a minimum, the agreement shall identify the security actions that will be performed:
 - (1) By the installation for the contractor, such as providing storage and classified reproduction facilities, guard services, security forms, security inspections, classified mail services, security badges, visitor control, and investigating security incidents; and

(2) Jointly by the contractor and the installation, such as packaging and addressing classified transmittals, security checks, internal security controls, and implementing emergency procedures to protect classified material.

H.6.9 CONTRACTOR CREDENTIALS AND VEHICLE PASSES

For contract performance on a military/government/contractor installation, the contractor shall comply with local procedures provided by the SSA to obtain contractor credentials and vehicles passes.

H.6.10 UNESCORTED ENTRY AUTHORIZATIONS

To obtain unescorted entry authorizations into controlled or restricted areas, the contractor shall comply with local procedures provided by the SSA. Forms accomplished to obtain such entry must be certified by the SSA to ensure the individual requiring unescorted entrance has a personnel security clearance or a favorable background investigation.

H.6.11 COUNTERINTELLIGENCE AWARENESS BRIEFING

The contractor shall comply with the military/government/contractor installation's Counterintelligence Awareness Program. Contractor personnel shall report to an appropriate authority any information or circumstances of which they are aware that may pose a threat to the security of DoD personnel, contractor personnel, resources, and classified or unclassified defense information. Contractor employees shall be briefed on this requirement by their immediate supervisor upon initial on-base assignment.

H.6.10 CRIME PREVENTION PROGRAM

While performing on a military installation, the contractor shall adhere to the installation's Crime Prevention Program.

H.7 PRIVACY ACT

Work under this contract requires that personnel have access to Privacy Act Information. Personnel shall adhere to the Privacy Act, Title 5 of the U.S. Code, Section 552a and applicable agency rules and regulations.

H.8 ORGANIZATIONAL CONFLICT OF INTEREST AND NON-DISCLOSURE REQUIREMENTS

H.8.1 ORGANIZATIONAL CONFLICT OF INTEREST (OCI)

- a. If a contractor has performed, is currently performing work, or anticipates performing work that creates or represents an actual or potential OCI, the contractor shall immediately disclose this actual or potential OCI to the Region 4 CO in accordance with FAR Subpart 9.5. The nature of the OCI may involve the prime contractor, subcontractors of any tier, or teaming partners.
- b. The contractor is required to complete and sign an OCI Statement (Section J, Attachment J). The contractor must represent either that (1) It is not aware of any facts which create any actual or potential OCI relating to the award of this contract, or (2) It has included information in its proposal, providing all current information bearing on the existence of

- any actual or potential OCI and has included a mitigation plan in accordance with paragraph (c) below.
- c. If a contractor with an actual or potential OCI believes the conflict can be avoided, neutralized, or mitigated, the contractor shall submit a mitigation plan to the Government for review.
- d. In addition to the mitigation plan, the Region 4 CO may require further information from the contractor. The Region 4 CO will use all information submitted by the contractor, and any other relevant information known to GSA, to determine whether an award to the contractor may take place, and whether the mitigation plan adequately avoids, neutralizes, or mitigates the OCI.
- e. If any such conflict of interest is found to exist, the Region 4 CO may determine that the conflict cannot be avoided, neutralized, mitigated, or otherwise resolved to the satisfaction of the Government, and the contractor may be found ineligible for award. Alternatively, the Region 4 CO may determine that it is otherwise in the best interest of the U.S. to contract with the contractor and include the appropriate provisions to avoid, neutralize, mitigate, or waive such conflict in the contract awarded.

H.9 NON-DISCLOSURE REQUIREMENTS

If the contractor acts on behalf of, or provides advice with respect to any phase of an agency procurement, as defined in FAR 3.104-4, then the contractor shall execute and submit a Corporate Non-Disclosure Agreement (NDA) Form (Section J, Attachment K) and ensure that all its personnel (to include subcontractors, teaming partners, and consultants) who will be personally and substantially involved in the performance of the TO:

- a. Are instructed in the FAR 3.104 requirements for disclosure, protection, and marking of contractor bid or proposal information, or source selection information.
- b. Are instructed in FAR Part 9 for third-party disclosures when acting in an advisory capacity.

All proposed replacement contractor personnel shall also be instructed in the requirements of FAR 3.104. Any information provided by contractors in the performance of this TO or obtained from the Government is only to be used in the performance of the TO. The contractor shall put in place appropriate procedures for the protection of such information and shall be liable to the Government for any misuse or unauthorized disclosure of such information by its personnel, as defined above.

H.10 APPROVED PURCHASING SYSTEM

The objective of a contractor purchasing system assessment is to confirm it is a Government-approved purchasing system and evaluate the efficiency and effectiveness with which the contractor spends Government funds and complies with Government policy with subcontracting. A Government audited and approved purchasing system (e.g., approved by DCAA or Defense Contract Management Agency (DCMA)) is not mandatory but is preferred.

When reviews are conducted of the purchasing system during the performance of the TO, the contractor shall provide the results of the review to the Region 4 CO within ten workdays from the date the results are known to the contractor.

H.11 TRAVEL

H.11.1 TRAVEL REGULATIONS

Contractor costs for travel will be reimbursed at the limits set in the following regulations (see FAR 31.205-46):

- a. FTR prescribed by the GSA, for travel in the contiguous U.S.
- b. JTR, Volume 2, DoD Civilian Personnel, Appendix A prescribed by the DoD, for travel in Alaska, Hawaii, and outlying areas of the U.S.
- c. DSSR (Government Civilians, Foreign Areas), Section 925, "Maximum Travel Per Diem Allowances for Foreign Areas" prescribed by the Department of State, for travel in areas not covered in the FTR or JTR.

H.11.2 TRAVEL AUTHORIZATION REQUESTS (TAR)

Before undertaking travel to any Government site or any other site in performance of this TO, the contractor shall have this travel approved by, and coordinated with, the USSOCOM Det 1 COR. Notification shall include, at a minimum, the number of persons in the party, traveler name, destination, duration of stay, purpose, and estimated cost. Prior to any long-distance travel, the contractor shall prepare a Travel Authorization Request (TAR) (Section J, Attachment M) for Government review and approval. Long-distance travel will be reimbursed for cost of travel comparable with the FTR or JTR.

Requests for travel approval shall:

- a. Be prepared in a legible manner.
- b. Include a description of the travel proposed including a statement as to purpose.
- c. Be summarized by traveler.
- d. Identify the TO number.
- e. Identify the CLIN associated with the travel.
- f. Be submitted in advance of the travel with sufficient time to permit review and approval.

The contractor shall use only the minimum number of travelers and rental cars needed to accomplish the task(s). Travel shall be scheduled during normal duty hours whenever possible.

H.11.3 SECURITY REQUIREMENTS FOR FOREIGN TRAVEL

The contractor may be required to travel internationally during the TO period of performance. The contractor shall adhere to the regulations stated in Section H.11.1 and ensure all contractor personnel traveling overseas have the required documentation and approvals. The contractor shall comply with the DoD Foreign Clearance Guide (FCG) for travel to a foreign country.

For travel to Korea for durations of less than 90 days (within 12 months), the contractor shall consult the following website for applicable training information: www.usfk.mil/.

For travel requirements/restrictions to any other foreign country, see the FCG at the following website for applicable information:

https://www.fcg.pentagon.mil/fcg.cfm or http://www.fcg.pentagon.smil.mil.

Contractor personnel traveling under DoD sponsorship in support of a DoD contract are considered DoD-sponsored personnel for DoD FCG purposes. The contractor and sponsoring agency will ensure all pre-travel requirements are met and annotated in accordance with FCG. An Aircraft and Personnel Automated Clearance System (APACS) request will be submitted NLT 30 days prior to the departure date. FCG directs the use of the APACS as the web-based tool to create, submit, coordinate, and approve personnel travel clearances (Special Area, Theater, and Country) for DoD-sponsored official travel. Upon submittal of an APACS request, the system will provide the user with a tracking number; this will be forwarded to the applicable Technical Lead. The DoD Component(s) sponsoring the DoD contractor travel will ensure that all necessary clearances (e.g., Country, Theater, and Special Area clearances, as required) are received before commencing travel. DoD-sponsored contractors shall obtain the proper identification credentials (e.g., passport and visa) to enter and exit each country.

The contractor shall stay abreast of all overseas security requirement changes and implement changes as they occur.

H.12 MATERIALS AND EQUIPMENT

The Government may require the contractor to purchase materials and equipment, to include hardware, software, and related supplies critical and related to the services being acquired under the TO. Such requirements will be identified at the time a TOR is issued or may be identified during the course of a TO by the Government or the contractor. If the contractor initiates a purchase within the scope of this TO and the prime contractor has an approved purchasing system, the contractor shall submit to the USSOCOM Det 1 COR a Request to Initiate Purchase (RIP) (Section J, Attachment N). If the prime contractor does not have an approved purchasing system, the contractor shall submit to the Region 4 CO a Consent to Purchase (CTP) (Section J, Attachment O). The RIP and CTP shall include the purpose, specific items, estimated cost, cost comparison, and rationale. The contractor shall not make any purchases without an approved RIP from the USSOCOM Det 1 COR or an approved CTP from the Region 4 CO and without complying with the requirements of Section H.13.

The Government anticipates requiring the contractor to purchase materials and equipment, to include hardware, software, and related supplies critical and related to the services being acquired on this task order. Materials are categories of charges utilized by the contractor in the performance of the contract service. Materials are ancillary in nature and integrally related to the contractor's ability to perform the service being acquired, i.e., they must be necessary and integral for the overall service being performed and completion of the task. Materials cannot be the primary purpose of a task order. The materials must satisfy the criteria expressed within the scope of the contract/task order. Materials must not duplicate cost covered in other areas of the contract/task order. Prior to purchasing any materials, the contractor shall identify specific requirements to the COR and Contracting Officer, who will determine whether they are necessary and integral to the performance of the task.

a. Prior to acquiring materials, the contractor shall submit a request form (in contractor format) via action memo in the GSA IT Solutions Shop (ITSS) web-based order processing system, to the COR and GSA Contracting Officer for verification and approval. This form must identify the item(s) to be purchased, estimated cost(s), vendor, and reason for purchase.

- b. If a material is over the Simplified Acquisition Procedures (SAP) threshold level (currently set at \$250,000.00) and is not sole-source/brand name procurement, then the contractor must obtain multiple quotes to ensure best value to the Government.
- c. If material is over the SAP level and the requirement is a sole-source/brand name procurement, then the government must first approve the IT Support purchase in accordance with FAR 6.302-1. The COR or ACOR will provide the signed "Class Justification and Approval to Procure Using Other Than Full and Open Competition" documentation to GSA Contracting Officer for Contracting Officer Certification.
- d. If a material is over the SAP level, the contractor shall also submit an "Actual Material Documentation Summary" (in contractor format), showing the material procurement with multiple quotes and final price and/or the sole-source/brand name procurement final price into the GSA ASSIST portal for Invoice Acceptance Information when submitting monthly invoices.
- e. The GSA Contracting Officer will establish a not-to-exceed material ceiling and determine the fair and reasonableness of the proposed price/prices. Pursuant to FAR 16.601(b)(2), materials are to be provided at actual cost except as provided for in FAR 31.205-26(e) and (f).
- f. In some instances, a task order modification may be required to acquire the material. In that situation, the material may not be purchased prior to award of the modification.

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The tollowing	are material	hudgetar	v estimates:
The following	, are material	Duagetai	y Commatco.

Cost Reimbursement for Materials and Equipment CLINs (X006)			
Year	CLIN	Total NTE Price	
OY1	1006	(b) (4)	
OY2	2006	(b) (4)	
OY3	3006	(b) (4)	
OY4	4006	(b) (4)	

H.13 COMMERCIAL SUPPLIER AGREEMENTS

- **H.13.1** The Government understands that commercial software tools that may be purchased in furtherance of this TO as described in Section C and as contemplated in the Equipment and Materials CLIN in Section B may be subject to commercial agreements which may take a variety of forms, including without limitation licensing agreements, terms of service, maintenance agreements, and the like, whether existing in hard copy or in an electronic or online format such as "clickwrap" or "browsewrap" (collectively, "Supplier Agreements"). For purposes of this TO, the Supplier Agreements are "collateral agreements".
- **H.13.2** The contractor shall ensure that any proposed Supplier Agreements allow the associated software and services to be used as necessary to achieve the objectives of this TO. The contractor shall provide all applicable Supplier Agreements to the Region 4 CO prior to purchase and shall

cooperate with the Government, including negotiations with the licensor as appropriate, to ensure compliance with this Section. Without limiting the generality of the foregoing, a compliant Supplier Agreement shall permit all of the following at no extra charge to the Government: (a) access and use by support contractors, including a successor contractor upon termination or expiration of this TO; (b) access and use by employees of other Federal, state, and local law enforcement agencies; (c) transfer to a different data center and/or a successor contractor's cloud; and (d) the creation of derivative works that shall be subject to at least the same rights as set forth in subparagraphs (a) through (c) above.

H.14 PRESS/NEWS RELEASE

The contractor shall not make any press/news release pertaining to this procurement without prior Government approval and only in coordination with the Region 4 CO.

H.15 INTELLECTUAL PROPERTY RIGHTS

The existence of any patent, patent application, or other intellectual property right that encumbers any deliverable must be disclosed in writing on the cover letter that accompanies the delivery. If no such disclosures are provided, the data rights provisions in DFARS 252.227-7013 and 252.227-7014 will apply.

H.16 CONTRACTOR IDENTIFICATION

As stated in 48 CFR 211.106, Purchase Descriptions for Service Contracts, contractor personnel shall identify themselves as contractor personnel by introducing themselves or being introduced as contractor personnel and by displaying distinguishing badges or other visible identification for meetings with Government personnel. Contractor personnel shall appropriately identify themselves as contractor employees in telephone conversations and in formal and informal written correspondence.

H.17 GOVERNMENT FURNISHED WORKSPACE

For USSOCOM DET 1 and BA activities, the Government anticipates onsite support and will provide all equipment and materials and access to all necessary networks and systems required to support the activities. The Government will provide furnished office spaces (workstations, office automation equipment, telephones, and furniture) and supplies at Eglin AFB, WPAFB, and Hurlburt Field for contractors working in support of this effort. Contractor personnel will have access to a photocopier, data, fax (all unclassified), and shredder (classified) on a non-interference basis when needed to perform the work requirements. For BA activities, the Government will provide additional workspace to facilitate testing, integration, and JTAC duties. This space needs to be temperature controlled and equipped with a workbench and shelving to adequately store and maintain personal tactical kit required to support activities outlined in this PWS. Support may also be required at subcontractor facilities and at worldwide locations.

H.18 CONTRACTOR-PROVIDED SITE

The contractor shall provide a site for, USSOCOM DET 1, B/A and PEO-FW activities. The contractor-provided site must be no more than 20 miles from the MacDill AFB, main entrance. The contractor-provided site must have a space capable of accommodating 25 people seated. The

space must be available between the hours of 7:00 a.m. Eastern Time (ET) and 7:00 p.m. ET on weekdays.

The space within the contractor-provided site must be equipped with all furniture, equipment, and supplies to perform support activities outlined in the TO. Examples of equipment required include, but are not limited to, office furniture, Information Technology equipment, printer, photo copier, fax, and office supplies. Additionally, the space shall have a meeting room with computers, projector (s)/large screen, whiteboards, and be able to comfortably hold meeting of ten to 25 personnel and telecom capability with external individuals/agencies. Classified information shall not be kept/stored at the off-site location. The location must have controlled access.

SECTION I – CONTRACT CLAUSES

I.1 TASK ORDER CLAUSES

All applicable and required provisions/clauses set forth in FAR 52.301 automatically flow down to all OASIS TOs, based on their specific contract type (e.g., cost, fixed-price, etc.), statement of work, competition requirements, commercial or not commercial, and dollar value as of the date the TO solicitation is issued.

I.1.1 GSAM 552.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (DEVIATION FAR 52.252-6) (SEP 1999)

- (a) Deviations to FAR clauses.
- (1) This solicitation or contract indicates any authorized deviation to a Federal Acquisition Regulation (48 CFR Chapter 1) clause by the addition of "(DEVIATION)" after the date of the clause, if the clause is not published in the General Services Administration Acquisition Regulation (48 CFR Chapter 5).
- (2) This solicitation indicates any authorized deviation to a Federal Acquisition Regulation (FAR) clause that is published in the General Services Administration Acquisition Regulation by the addition of "(DEVIATION (FAR clause no.))" after the date of the clause.
- (b) Deviations to GSAR clauses. This solicitation indicates any authorized deviation to a General Services Administration Acquisition Regulation clause by the addition of "(DEVIATION)" after the date of the clause.
- (c) "Substantially the same as" clauses. Changes in wording of clauses prescribed for use on a "substantially the same as" basis are not considered deviations.

(End of clause)

I.2 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This TO incorporates one or more clauses by reference with the same force and effect as if they were given in full text. Upon request, the Region 4 CO will make their full text available. Also, the full text of a clause may be accessed electronically at the FAR website:

http://www.acquisition.gov/far/

FAR Part 12 commercial clauses do apply to this TO.

FAR	TITLE	DATE
52.203-17	Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights	APR 2014
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	JAN 2017
52.204-21	Basic Safeguarding of Covered Contractor Information Systems	JUN 2016
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment	AUG 2019
52.215-23	Limitations on Pass-Through Charges	OCT 2009

<u>SECTION I – CONTRACT CLAUSES</u>

FAR	TITLE	DATE
52.216-7	Allowable Cost and Payment Fill-in: 30 days	JUN 2013
52.225-25	Prohibition on Contracting With Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certifications	OCT 2015
52.228-3	Workers' Compensation Insurance (Defense Base Act)	JUL 2014
52.232-7	Payments under Time-and-Materials and Labor-Hour Contracts	AUG 2012
52.232-18	Availability of Funds	APR 1984
52.232-40	Providing Accelerated Payments to Small Business Subcontractors (Deviation)	DEC 2013
52.237-10	Identification of Uncompensated Overtime	MAR 2015
52.239-1	Privacy or Security Safeguards	AUG 1996
52.243-3	Changes—Time-and-Materials or Labor-Hours	SEP 2000
52.246-6	Inspection—Time-and-Material and Labor-Hour	MAY 2001
52.244-2	Subcontracts	OCT 2010
52.249-14	Excusable Delays	APR 1984

I.2.1 FAR CLAUSES INCORPORATED BY FULL TEXT

FAR 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed six months. The Contracting Officer may exercise the option by written notice to the Contractor within 15 days of contract end date.

(End of clause)

FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

- a. The Government may extend the term of this contract by written notice to the Contractor within 15 days prior to contract end date; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 15 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- b. If the Government exercises this option, the extended contract shall be considered to include this option clause.
- c. The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months.

(End of clause)

SECTION I - CONTRACT CLAUSES

I.3 GENERAL SERVICES ADMINISTRATION ACQUISITION MANUAL (GSAM), CLAUSES INCORPORATED BY REFERENCE

The full text of a clause may be accessed electronically at the GSAM website:

https://www.acquisition.gov/gsam/gsam.html/

GSAM	TITLE	DATE
552.204-9	Personal Identity Verification Requirements	OCT 2012
552.232-25	Prompt Payment	NOV 2009
552.232-39	Unenforceability of Unauthorized Obligations (FAR Deviation)	FEB 2018
552.232-78	Commercial Supplier Agreements –Unenforceable Clauses	FEB 2018
552.239-70	Information Technology Security Plan and Security Authorization	JUN 2011

I.4 DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT (DFARS) CLAUSES INCORPORATED BY REFERENCE

The full text of a clause may be accessed electronically at Defense Procurement and Acquisition Policy website:

www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html/

DFARS	TITLE	DATE
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7005	Representation Relating to Compensation of Former DoD Officials	NOV 2011
252.204-7004	Alternate A, System for Award Management	FEB 2014
252.211-7003	Item Unique Identification and Valuation	DEC 2013
252.227-7013	Rights in Technical Data - Noncommercial Items	FEB 2014
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	FEB 2014
252.227-7015	Technical Data - Commercial Items	FEB 2014
252.227-7016	Rights in Bid or Proposal Information	JAN 2011
252.227-7019	Validation of Asserted Restrictions - Computer Software	SEP 2011
252.227-7028	Technical Data or Computer Software Previously Delivered to the Government	JUN 1995
252.228-7001	Ground and Flight Risk	JUN 2010
252.239-7010	Cloud Computing Services	AUG 2015
252.242-7006	Accounting System Administration	FEB 2012
252.244-7001	Contractor Purchasing System Administration	MAY 2014

SECTION I - CONTRACT CLAUSES

DFARS	TITLE	DATE
252.246-7001	Warranty of Data	MAR 2014

I.4.1 CLAUSES INCORPORATED BY FULL TEXT

DFARS 252.232-7007 LIMITATION OF GOVERNMENT'S OBLIGATION (APR 2014)

- (a) Contract line item(s) <u>0002</u>, <u>0005</u>, <u>0006</u>, <u>and 0007</u> are incrementally funded. For these item(s), the sum of <u>\$4,497,409.54</u>-of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.
- (b) For item(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit, and estimated termination settlement costs for those item(s).
- (c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (i) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Government."
- (d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.
- (e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable

SECTION I – CONTRACT CLAUSES

adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."

- (f) The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.
- (g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." The provisions of this clause are limited to the work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and (e) of this clause.
- (h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination for Convenience of the Government."
- (i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.
- (j) The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

On execution of contract \$4,497,409.54

As indicated in Section B.

SECTION J – LIST OF ATTACHMENTS

J.1 LIST OF ATTACHMENTS

The following attachments are attached, either in full text or electronically at the end of the TOR.

ATTACHMENT	TITLE
A	COR and TPOC Appointment Letter
В	Incremental Funding Chart (electronically attached .xls)
С	Problem Notification Report (PNR)
D	Quarterly Status Report (QSR) Template
E	Monthly Status Report (MSR) Template
F	Trip Report Template
G	Deliverable Acceptance-Rejection Report
Н	RESERVED
I	Department of Defense (DD) 254 (electronically attached .pdf)
J	Organizational Conflict of Interest (OCI) Statement
K	Corporate Non-Disclosure Agreement (NDA)
L	-RESERVED-
M	Travel Approval Request Template - Revision 01 (electronically attached .xls)
N	Request to Initiate Purchase (RIP) Template (electronically attached .xls)
O	Consent to Purchase (CTP)Template (electronically attached .xls)
P	COM 3_1 GFR Appointment
Q	-RESERVED-
R	RESERVED
S	RESERVED
T	RESERVED
U	RESERVED

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